HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, November 07, 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 Veterans Advisory Board will have a meeting at 3:30 p.m., Thursday, November 7, 2024, in the Veteran Services Office, 7209 S. George Blvd., Sebring

The Highlands County Planning & Zoning Commission and Local Planning Agency Zoning Board of Adjustment will have a meeting at 3:00 p.m., on Tuesday, November 12, 2024, in the Board Room, 600 S. Commerce Ave., Sebring

The Construction Licensing, Enforcement and Appeals Board will have a meeting at 7:00 p.m., on Tuesday, November 12, 2024, in the Board Room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will hold a regular meeting at 10:30 a.m., on Wednesday, November 13, 2024, in the Meeting Room, Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Presentation by EMS Management & Consultants, Inc.*
Jared Everhart, EMS-MC Customer Success Director
Dawn Word, EMS-MC Customer Success Executive
No fiscal impact.
Business Review - Highlands County Fire Rescue - Q3-2024 - October 15 2024.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request exception from competitive procurement formalities pursuant to Purchasing Manual, Section 17.B.22, for special or unique services, to create a list of the following qualified vendors: 1) Huddle Up Group LLC, or 2) Synergy Sports Charlotte LLC, capable of preparing a strategic plan for recipients of the Sports Facility Improvement*

Grant Program.
Casey Hartt, Tourism Lead Marketing Consultant
There is no fiscal impact for granting the exception. Any fiscal impact would be seen through approval of the grant policies and would be funded by Fund 152 (Tourist Development Trust).

8.B *Request approval of TOA 1-2, for additional funds in the amount of $29,802.98, to the June 18, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and AD Morgan for the remodel and expansion of the Avon Park Tax Collector, Project No.: 18025.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is $29,802.98 which is currently budgeted in project number 2672A 56200Z 18025.
APTC TOA 1-2 CO for agenda.pdf

8.C *Request to approve the agreements for burn services with primary and secondary contractor.*
Dawn Ritter, Natural Resources Manager
The fiscal impact to Fund 129 (Conservation Trust) and overall budget is estimated to be $44,900/yr for the 3 yr period FY24/25 - FY26/27 or a total estimated amount of $134,700 for both the Sun 'N Lake Preserve and Grassy Lake Scrub which is currently budgeted in FY24/25.
The fiscal impact to Fund 109 and the overall budget is estimated to be $24,640/yr for the 3 yr period FY24/25 - FY26/27 or an estimated total of $73,920 if all 308 acres are maintained annually. This part of the agreement may not occur until the future status of the Istokpoga Marsh Watershed Improvement District is determined.
Prescribed Burn Legal Agreement Immokalee Land Management.pdf
Prescribed Burn Legal Agreement LL Bar.pdf

8.D *Request approval of the renewal and amendment to the contract between Highlands County and Jack's Lawn & Landscaping.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is $2,860 from 4110 (Sebring Parkway Maintenance) for FY 2024/2025 with a 50% reimbursement from the City of Sebring. This item is already allocated within the adopted FY 2024/2025 budget.
Jack's Lawn, Amendment 1.pdf

8.E *Request approval of agreement with Fabricon Modular, LLC and Highlands County for a new Landfill Office Building, project # 21079.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is $417,382.00 which is currently allocated in 401 4210 56200Z 21079, Enterprise Fund.
Fabricon AGREEMENT Final SIGNED (10.23.24).pdf
Exhibit A F241954-5_Fabricon Quotation SIGNED (10.23.24).pdf

8.F *Request approval of Resolution 24-25-016 establishing the Tourist Development Council's Sports Facility Improvement Grant Program and its policies.*
Casey Hartt, Tourism Lead Marketing Consultant
Leah Sauls, Development Services Director
The approval of the Sports Facility Improvement Grant Program would be a fiscal impact of up to $22,500 per approved applicant, not to exceed the $100,000 total for entire

Sports Facility Improvement Grant Program as approved in the FY25 Tourist Development Budget. Costs will come from Fund 152 (Tourist Development Trust).
Sports Facility Improvement Grant Program Policies.docx
Resolution for Sports Facility Imp Grant Program.SGS.docx

8.G *Request approval of CivilSurv Design Group, Inc., CSA # 1, 20-024, for Civil Engineered Plans for the Spring Lake Fire Station # 23 project 21104.*
Mitch Thomas, Assistant Engineer, Stormwater
Tiffany Gunn, Capital Projects Manager
The fiscal impact is $92,225.00 which is currently budgeted in Fund 355 (HCFPIRN LTD Capital Expense - Fire Loan), cost center 2685, account 56200Z (Project Buildings), Project 21104 (Spring Lake Fire Station 23).
CivilSurv CSA for agenda.pdf

8.H *Request approval of a Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.*
Maria Granado, Housing Program Manager
No fiscal impact.
20241016120800798.pdf

8.I *Request approval of the Highlands County Health Department (CHD) Core Contract for fiscal year (FY) 2024/2025 between Highlands County and the State of Florida.*

Tanya Cannady, Business Services Director
The fiscal impact is the funding amount of $256,535 in Fund 005 (General) which is included in the Adopted Budget for FY 2024-2025.
Core Contract 2024-2025.Attatchment IV revised.pdf

8.J *Request adoption of Resolution 24-25-015 for Budget Amendment 24-25-008 to provide funding for the Ridge to River Conservation Planning Study.*
Dawn Ritter, Natural Resources Manager
The fiscal impact is an increase to Fund 129 (Conservation Trust) and the overall budget for FY24/25 in the amount of $68,509.00 and being appropriated in cost center 6307 (Natural Resources), account 53100 (Professional Services).
24-25-008 Ridge to River Conservation Planning Study (BA).pdf
24-25-008R Ridge to River Conservation Planning Study (Resolution).pdf

8.K *Request approval of Resolution 24-25-017 establishing the Tourist Development Council's Water Experience Development Grant Program and its policies.*
Casey Hartt, Tourism Lead Marketing Consultant
Leah Sauls, Development Services Director
The approval of the Water Experience Development Grant Program would be a fiscal impact of up to $50,000 as approved in the FY25 Tourist Development Budget. Costs will come from Fund 152 (Tourist Development Trust).
Water Experience Development Grant Program Policies.docx
Resolution for Water Experience Development Grant Program.SGS.docx

8.L *Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent showfundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.*
Brandon Gunn, Parks & Facilities Director

The fiscal impact would be a loss in revenue to 005 Fund (General) account 3475300 (Civic Center) in the amount of $1,350.00.

Armament Inc. Request.pdf

Armament Inc. Flyer.pdf

8.M *Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $5,000.00, and adopt Resolution 24-25-020 for Budget Amendment 24-25-010.*

Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $5,000.00. The grant funds are being appropriated in Project 24020, account 53400Z (Project Contractual Svcs).

2024 GFNY Florida Sebring.pdf

24-25-010R Project 24020 FSF 2024 GFNY Florida Cycling (Resolution).pdf

24-25-010 Project 24020 FSF 2024 GFNY Florida Cycling (BA).pdf

8.N *Request to accept a Florida Sports Foundation (FSF) Major Market Grant Award in the Amount of $24,846.00, and adopt Resolution 24-25-019 for Budget Amendment 24-25-011.*

Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $24,846,000.00. The grant funds are being appropriated in Project 24021, account 53400Z (Project Contractual Svcs).

Spartan Trifecta - Highlands.pdf

24-25-011R Project 24021 FSF 2024 Central Florida Spartan Trifecta Weekend (Resolution).pdf

24-25-011 Project 24021 FSF 2024 Central Florida Spartan Trifecta Weekend (BA).pdf

8.O *Request approval of Closing Documents for the Donation of Right-of-Way at US 27 and Sun Pure Road to the Florida Department of Transportation (FDOT).*

James D. Langford, P.E., County Engineer
Melony Culpepper, AICP, Project Manager - Transportation
There is no fiscal impact as this right-of-way is along US 27 and will be maintained by FDOT.

Donation Letter.pdf

Closing Statement.pdf

Hazardous Waste Affidavit.pdf

County Deed.pdf

Subordination of City Utility Interests

8.P *Request approval of the Agreement with Maxwell Aquatics Inc, for the provision of hand spraying services for the Sun N Lakes of Lake Placid Special Benefit District, Istokpoga Marsh Watershed Improvement District, and Highlands Park Estates Special Benefit District.*

Rosa Morales, Budget Analyst II/NAV
The fiscal impact for FY24-25 is $3,576 to Fund 128 (Sun N Lakes of Lake Placid SBD), $31,848 to Fund 109 (Istokopoga Marsh Watershed Improvement District), and $4,578 to Fund 148 (Highlands Park Estates SBD) which are properly budgeted in their

respective cost centers.
Maxwell Aquatics Agreement.pdf

8.Q *Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 24-25.*
Vikki Brown, Highlands Library System Manager
The fiscal impact will be an estimated increase of $216,893 to Fund 005 (General) in FY 24-25.
fy24-25-final-estimates.pdf
25-ST-16 Highlands Grant Agreement_Blank.pdf
HIGHLANDS CertificationofHours.pdf

8.R *Approve a newpay grade category 124.*
Laurie Hurner, County Administrator
No fiscal impact.
Pay grades effective 11-7-24.pdf

8.S *Request approval to declare a 2015 Wee Doo and 2015 Loma Trailer surplus and allowitems to be sold.*
Rosa Morales, Budget Analyst II / NAV
Karen Lepera, NAV Specialist
Fiscal impact to Fund 107 (Placid Lakes SBD) is unknown until assets are sold.
PLD00029.pdf

8.T *Request approval of the agreement between Madden Preprint Media LLC and Highlands County for monthly website maintenance services for VisitSebring.com, the Tourist Development Council's website.*
Casey Hartt, Tourism Lead Marketing Consultant
Leah Sauls, Development Services Director
The Fiscal Impact would be decrease of $2,000 in monthly expenses to Fund 152 (Tourist Development Trust) for website maintenance of VisitSebring.com, as this would be replacing a $2,530.00 monthly expense previously agreed to in the piggyback website redesign agreement with instead a monthly expense of $530.00. Funds for the $530.00 monthly website maintenance fee to come from Fund 152 (Tourist Development Trust).
Madden Maintenance Agreement - MM signed and notarized.pdf

8.U *Request adoption of Resolution 24-25-023 for Budget Amendment 23-24-190 for SHIP Projects 20366, 21366, and 22366 clean up.*
Valerie Fleeger, Sr. Budget Analyst
The fiscal impact is an increase to Fund 166 (SHIP), Project 21366 in the amount of $19,032.29 and a decrease to Project 20366 in the amount of $19.07 for a net fiscal impact of $19,013.22. In addition, there is a funding realignment of $3,557.20 in Project 21366 as well as $500.00 in Project 22366.
23-24-190 SHIP EOY Clean Up (BA).pdf
23-24-190R SHIP EOY Clean Up (Resolution).pdf

8.V *Request approval of Budget Amendment 24-25-013 to transfer funds for the vehicle purchase in Community Programs that has been recently received.*
David Nitz, OMB Manager
The fiscal impact of $25,206.05 to Fund 005 (General) is a transfer from cost center

2111 (Central Services) to cost center 5200 (Community Programs), account 56400 (Machinery & Equipment) for a net fiscal impact of $0.00.
24-25-013 Comm. Prog. Vehicle Xfer Funding.pdf

8.W *Request adoption of Resolution 24-25-018 for Budget Amendment 23-24-189 to reallocate ARPA funds.*
Laurie Hurner, County Administrator
The fiscal impact. to Fund 005 (General) is a decrease to Project 21084 (SNL Auto Flushing Stations) and Project 21089 (SNL Unit 23 Modifications) in the amounts of $404.00 and $307.00, respectively. These funds ($711.00) are being transferred to Project 21086 (SNL Bypass Pump) for a net fiscal impact of $0.00.
23-24-189R SNL Sebring ARPA Realigning Project Funds (Resolution).pdf
23-24-189 SNL Sebring ARPA Realigning Project Funds (BA).pdf

8.X *Request adoption of Resolution 24-25-022 for Budget Amendment 24-25-012 to set up Project 24022, a grant from the Highlands County Hospital District Board to the Highlands County Children's Advocacy Center.*
Gail T. Werley, Children's Advocacy Center
The fiscal impact of $42,688.00 to Fund 155, Cost Center 1155 (Hospital District Board) is being allocated to Project 24022 (Hospital District Board 24-25) to be used for contractual services to provide Child Protection Team Services to Children's Advocacy Center Clients, and to provide mental health care and spiritual services to CAC Clients.
24-25-012 Project 24022 Hospital District Board 24-25 (BA).pdf
24-25-012R Project 24022 Hospital District Board 24-25 (Resolution).pdf

8.Y *Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2024.*
Gail T. Werley, Children's Advocacy Center
There is no fiscal impact.
CAC Interagency Agreement 2024.pdf

8.Z *Request approval of Licensed Use Agreement (LUA) with FEMA to use conference rooms 2 and 3 of the Bert J Harris Jr. Agricultural Center for the Disaster Recovery Center (DRC).*
Corey Amundsen, Emergency Management Manager
No fiscal impact.
LUA - Highlands County Agricultural Center.pdf

8.AA *Request approval to accept a $20,000.00 Donation from Duke Energy to assist in replacing a Breathing Air Containment Fill Station.*
This fill station is an immediate identified need as our current system is out of service.
Laurie Hurner
$20,000.00 added to the General Fund Account 005 Emergency Management/Fire Contributions & Donations

8.AB *Request acceptance of the Grant Award from the Florida Firefighter Assistance Grant Program for the purchase of (5) Sets of PPE.*
Dustin Fitch, Deputy Chief, Highlands County Fire Rescue
The fiscal impact is an increase to Fund 181 for FY24-25 in the amount of $26,745.10.
FFAGP12812_Highlands County Fire Rescue.pdf

8.AC *Request acceptance of the Florida Division of State Fire Marshal Grant Award from the Decontamination Equipment Grant Program for the purchase of (1) PPE Extractor and (102) Gloves, with a 25% County Match in the amount of $3,985.28 for project 24023.*
Dustin Fitch, Deputy Chief, Highlands County Fire Rescue
The fiscal impact is an increase to Fund 181 for FY24-25 in the amount of $15,941.13 with a 25% County Match in the amount of $3,985.28, totaling $19,926.41 for project 24023.
Decon12816_Highlands County.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Hearing No. P&Z 2169, amending the existing Agricultural District with a Planned Development (AU PD) designation for three (3) parcels totaling an approximate 16.22-acres.*
Cyndie Kramer, Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2169 for BCC.pdf
P&Z 2169 - Resolution 24-25-006.pdf
P&Z 2169 - The Parc Application.pdf

10.B *Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-24-633SS for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH).*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Staff Report CPA-24-633SS for BCC Emerald Hills.pdf
CPA-24-633SS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf
CPA-24-633SS Application.pdf

10.C *Public hearing to consider adoption of P&Z Hearing No. 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD).*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Staff Report for BCC P&Z 2151 Emerald Hills.pdf
Resolution P&Z 2151.SGS.pdf
P&Z 2151 Application.pdf

10.D *Correction of scrivener's error on the Future Land Use Map of the Highlands County 2030 Comprehensive Plan.*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Staff Report CPA-25-642SS for BCC Stephens.pdf
CPA-25-642SS Ordinance.sgs.pdf

Ordinance Business Impact form.sgs.pdf

11 ACTION AGENDA

11.A *Request approval of Amendment 1 to the CMAR Agreement between Highlands County and Ajax Building Company, LLC ("Agreement"), to establish the Guaranteed Maximum Price ("GMP") for construction of the Highlands County Jail Expansion Project, and to remove certain clauses pertaining to federally funded projects.*
Tiffany Gunn, Capital Projects Manager
David Nitz, OMB Manager
The fiscal impact will be an increase to Fund 350 (HCISSR LTD Capital) and the overall budget in the amount of $6,173,158, which will be appropriated in cost center 2680F (HCISSR LTD Capital 2021), account 56200Z (Project Buildings), project 21064 (County Jail Facility/Expansion).
24.10.30 Amendment 1 with Exhibits bb.pdf

11.B *Request adoption of Resolution 24-25-010 to approve a LAP Agreement #435067-1-58/68/01, between FDOT and Highlands County for construction, and CEI services of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway.*
Kenya Anderson, Senior Project Manager
James D. Langford, P.E., County Engineer

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $987,689.02 and will be appropriated in Project 17034 Memorial Dr. - Pompano Dr. to Sebring Parkway. Currently there is $2,071,837.98 budgeted for this project so with the additional funding per the Agreement, the total project amount will be $3,059,527.00.
Memorial from Pompano to Sebring Pkwy_Location Map.pdf
Res. 23-24.010.FDOT Project 435067-1-58.68.01.sgs.pdf
LAP Agreement Not signed.pdf

11.C *Request approval of the Interlocal Agreement between Highlands County and the City of Sebring for relocation of the City's Water Main as part of the Memorial Drive Multi-Use Path Project.*
James D. Langford, P.E., County Engineer
Kenya A. Anderson, Senior Project Manager

The fiscal impact of $121,342.12, an increase to Fund 151 (Infrastructure Surtax) was brought to the Board on June 18, 2024 with budget amendment 23-24-114 which transferred funds from Fund 005 (General), cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) and was appropriated in Project Number 17034 (Memorial Dr. - Pompano Dr. to Sebring Parkway), cost center 4102A (Transportation Projects), account 56301Z (Project Capital Infrastructure).
Interlocal for Memorial Drive Waterline Relocation.pdf

11.D *Consideration of Statement of Legislative Intent for the adoption of an ordinance prohibiting camping and sleeping on public property.*
Sherry G. Sutphen, County Attorney
No fiscal impact.

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range update100824.SGS.pdf

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 *Correction of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007, and ITB No. 22-013.*
James D. Langford, P.E., County Engineer
Melony Culpepper, AICP, Project Manager - Transportation
There is no additional fiscal impact to the previously approved Amendment from October 15, 2024.
22-013 Amendment 2 Traffic Operations Building_signed.pdf

14.B *Board payables from November 5-18, 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: November 7, 2024

PRESENTER:	**Jared Everhart, EMS-MC Customer Success Director** **Dawn Word, EMS-MC Customer Success Executive**
SUBJECT/TITLE:	**Presentation by EMS Management & Consultants, Inc.**

STATEMENT OF ISSUE

Since July 2019, EMS Management & Consultants (EMS-MC) has provided Highlands County with ambulance billing and collection services. Today's presentation is an overview of revenue, collections, trips and revenue impacts over the last 5 years.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

No fiscal impact.

Attachments: Business Review - Highlands County Fire Rescue - Q3-2024 - October 15 2024.pdf

EMS|MC

Highlands County Fire Rescue
BUSINESS REVIEW

October 15, 2024

EMS|MC

01 YOUR EMS|MC TEAM

02 OUR HISTORY TOGETHER

03 PERFORMANCE

04 REVENUE IMPACTS

05 PATIENT SERVICE

MEET YOUR TEAM

EMS|MC

Dawn Word

Customer Success Executive

Jared Everhart

Customer Success Director

EMS | MC

OUR HISTORY TOGETHER

VALUE-DRIVEN
PARTNERSHIP
SINCE

2019

TOTAL TRIPS PROCESSED

61,832

$22,656,399
TOTAL NET COLLECTIONS

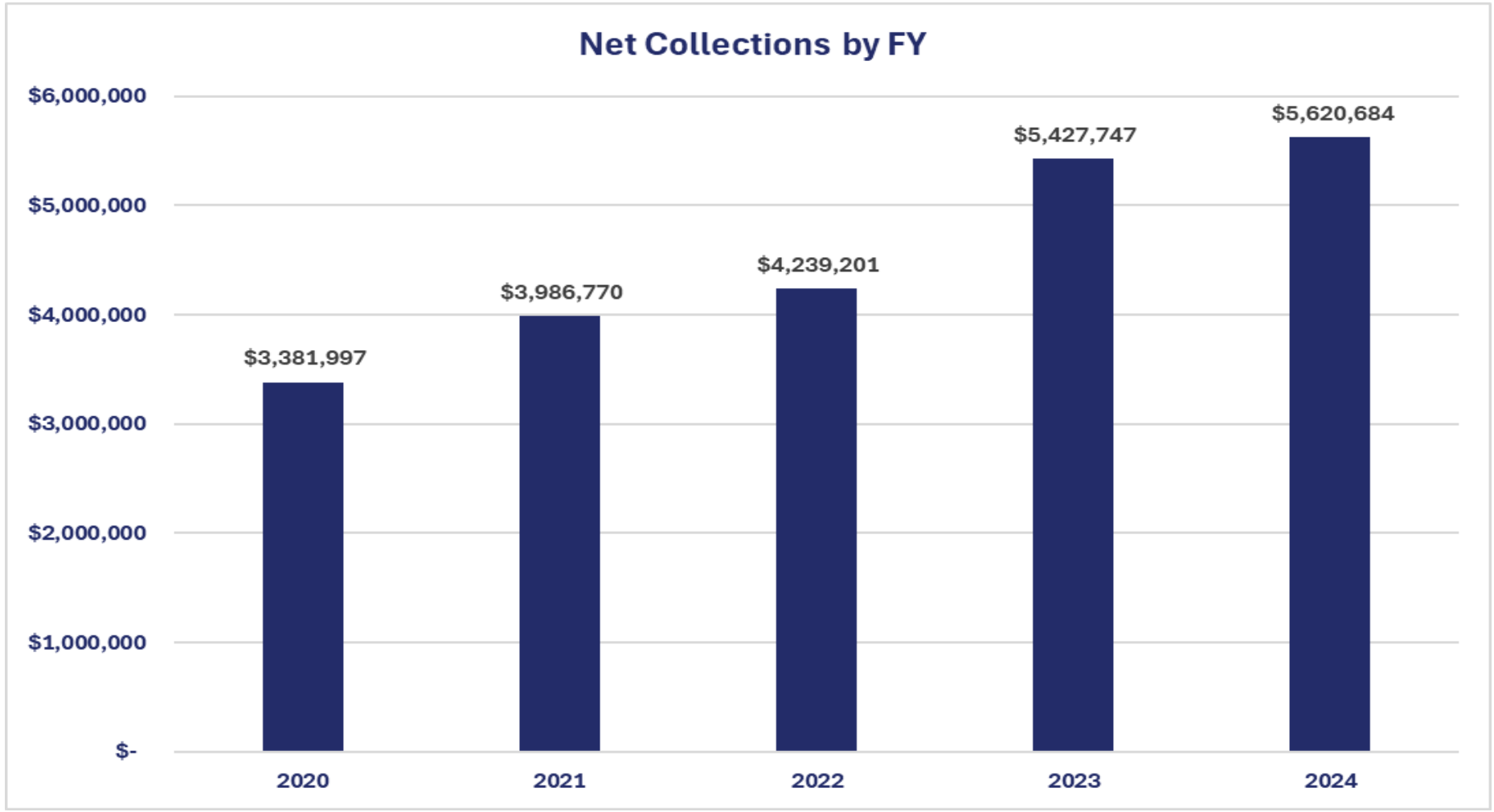
72.4%
TOTAL NET COLLECTION PERCENTAGE

$359.49
CASH PER TRIP

EMS|MC

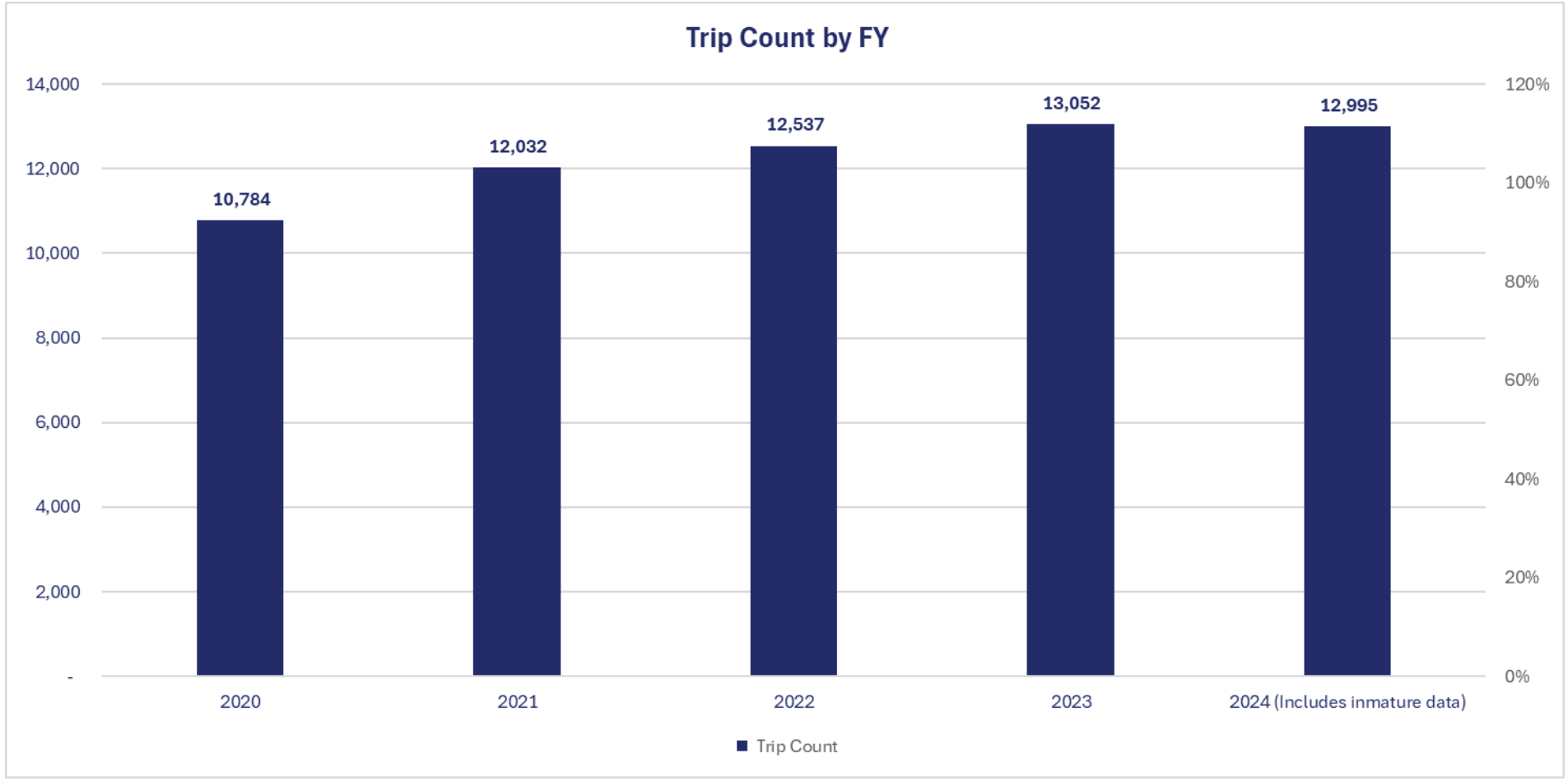
PERFORMANCE REVIEW

Net Collections by FY



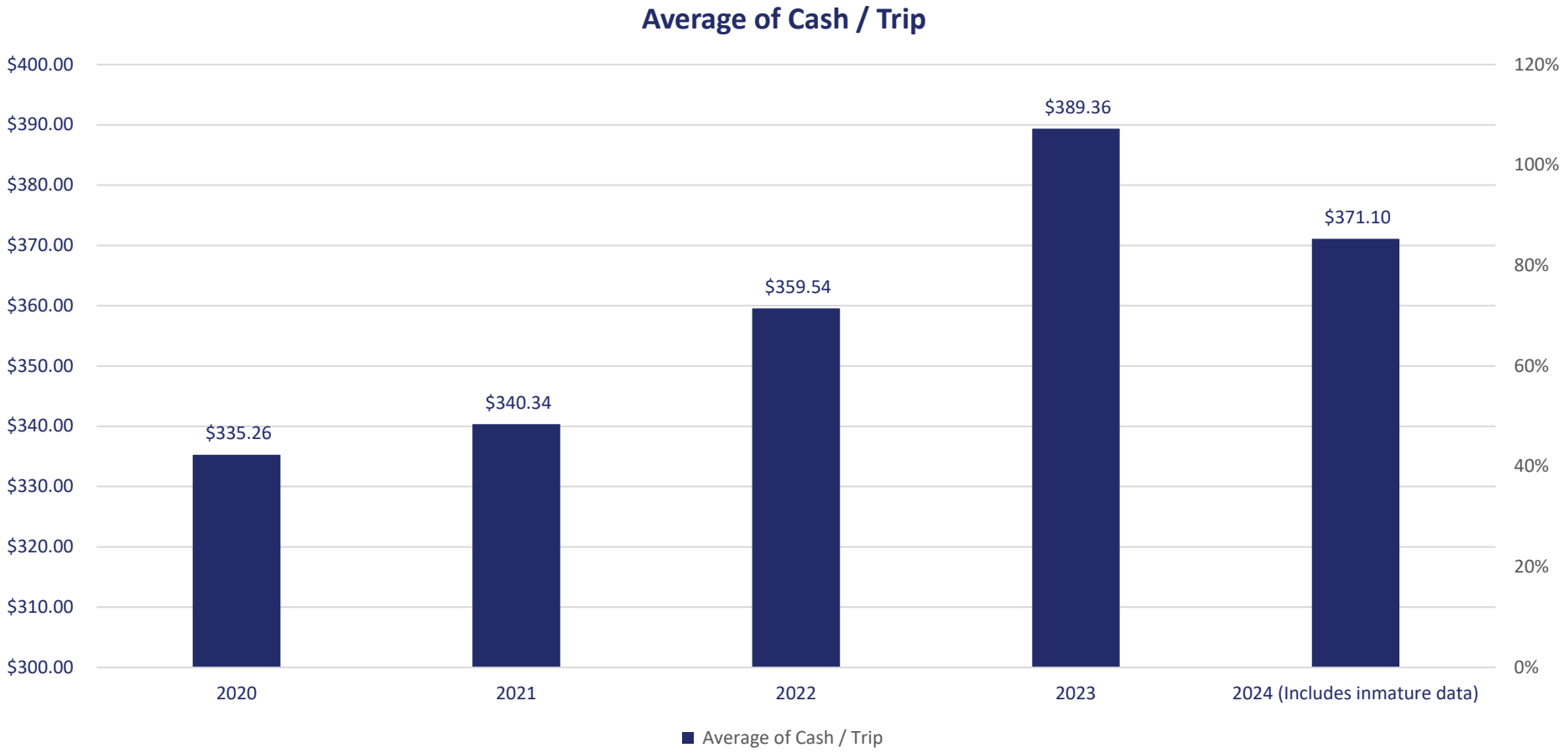
40% growth from FY 20 to FY 24

Trip Count by FY



17% growth from FY 20 to FY 24

Cash Collected per Trip by FY

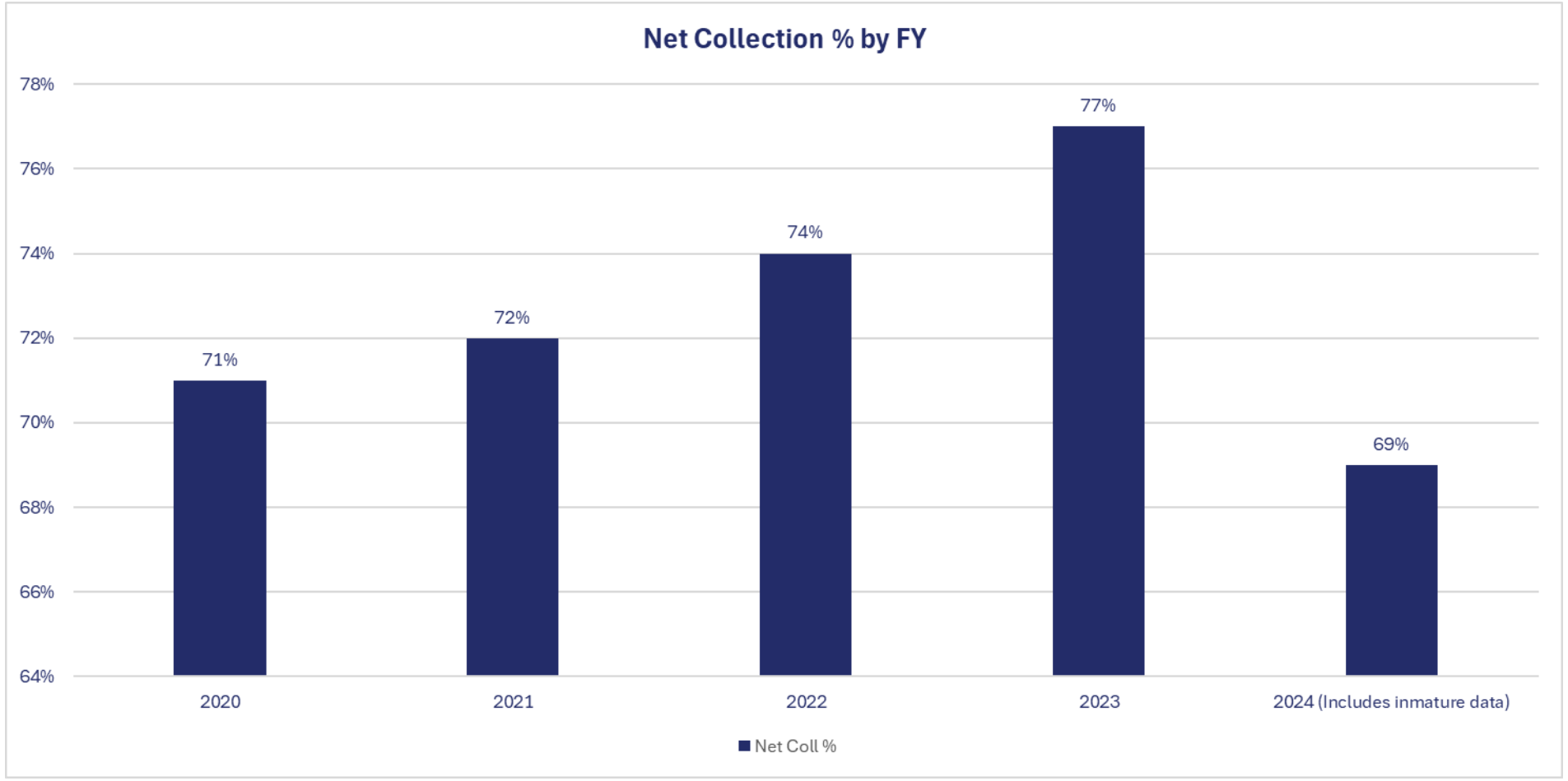


$54.10 increase from FY 20 to FY 23

2024 data does not include 12 months of processing time.

Estimated CPT of $397 (FY24 dates of service)

Net Collection Percent by FY

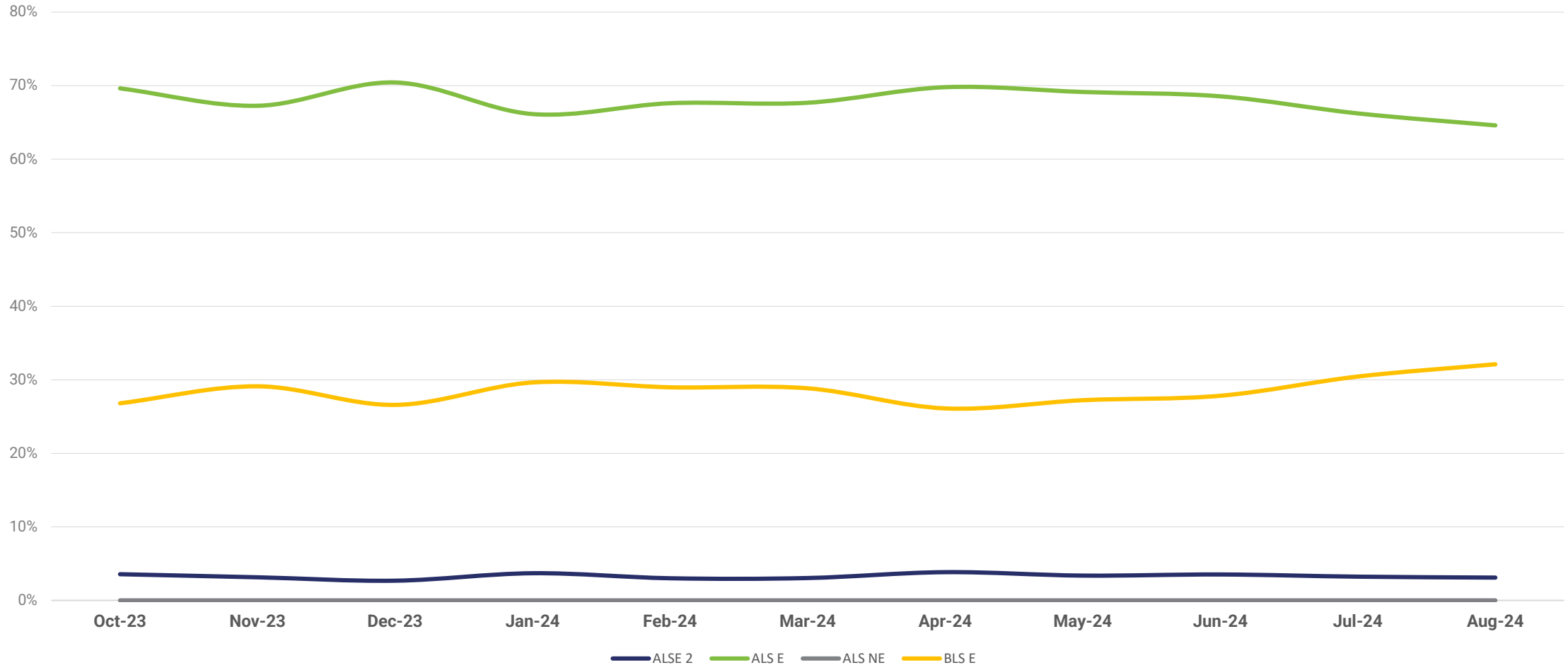


6% Increase in Net Collection % from FY 20 to FY 24

2024 data does not include 12 months of processing time.

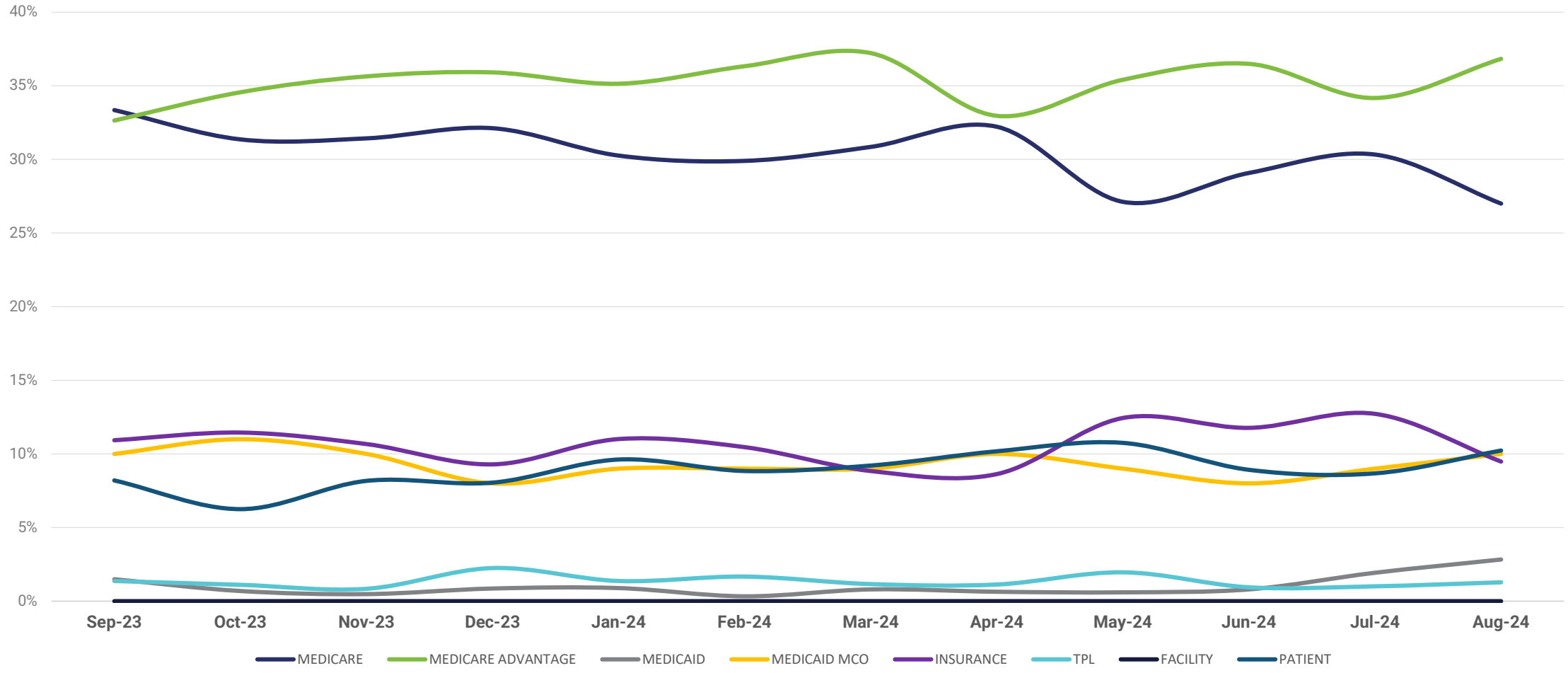
Estimated Net Collection % of 79% (FY 24 dates of service)

RUN MIX – FY 24 by DOS



PAYER MIX (GROSS CHARGES) – FY 24 by DOS

Quarterly



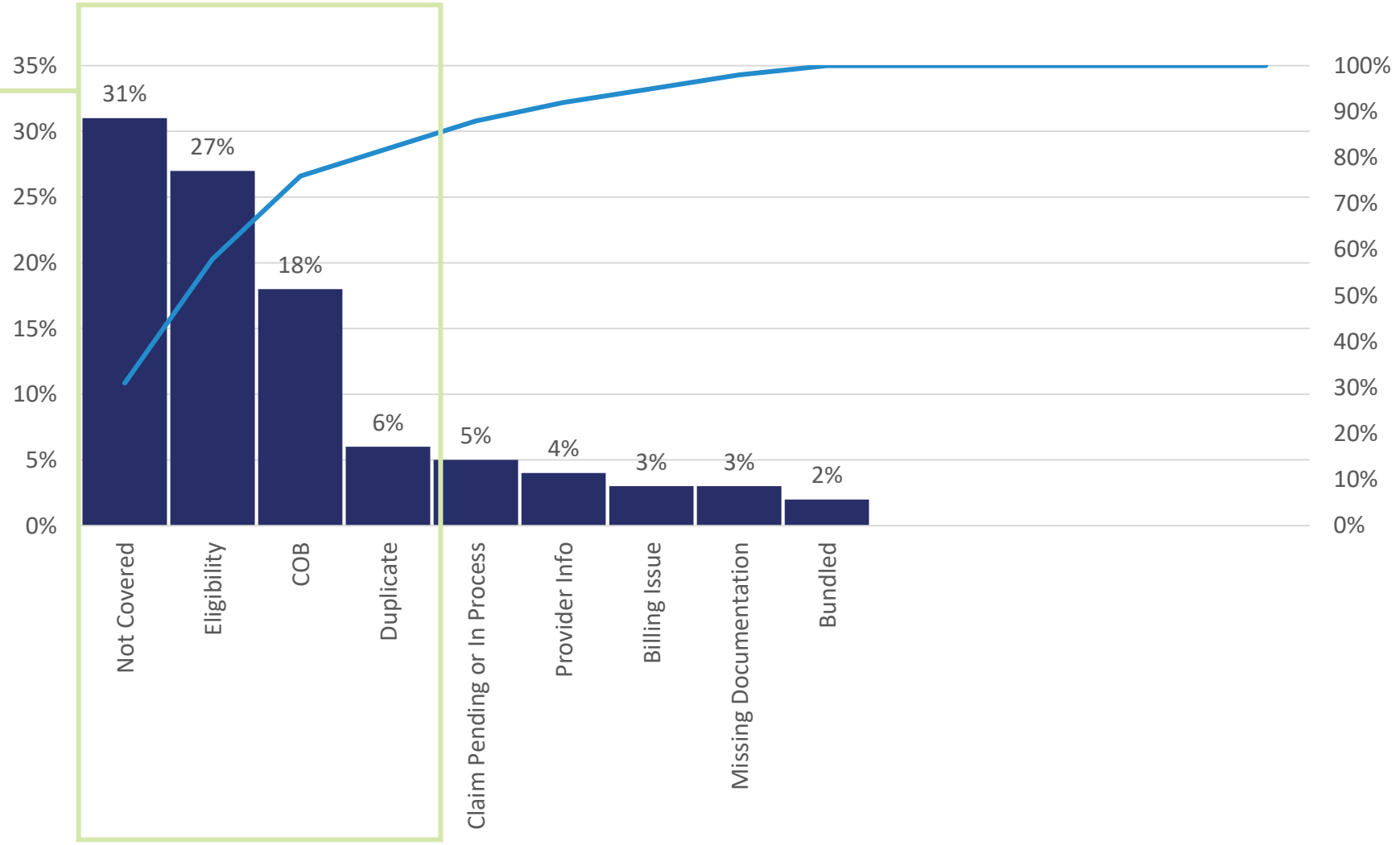
DENIALS (FY 24)

EMS|MC

ROOT CAUSE ANALYSIS

82% OF DENIALS CAUSED BY FOLLOWING REASONS:

DENIAL REASON	PERCENTAGE
Not Covered	31%
Eligibility	27%
COB	18%
Duplicate	6%

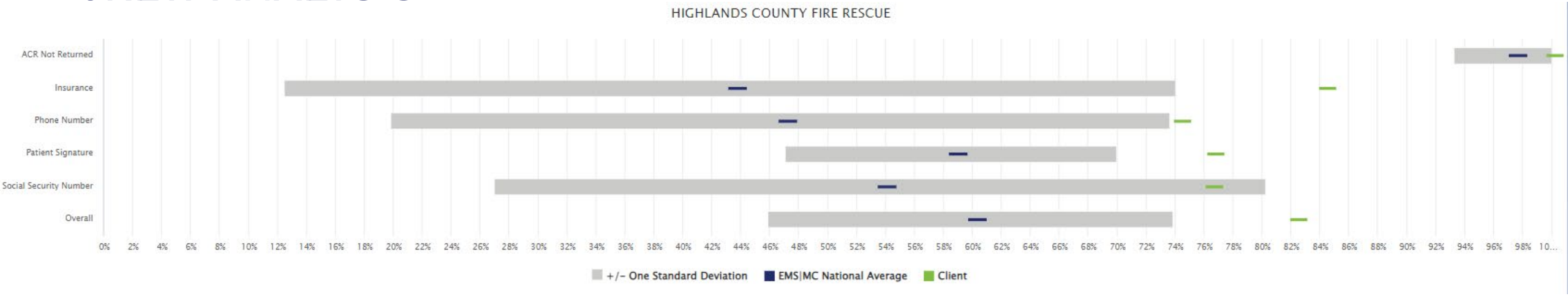


EMS|MC

REVENUE IMPACTS

CREW ANALYSIS

EMS|MC

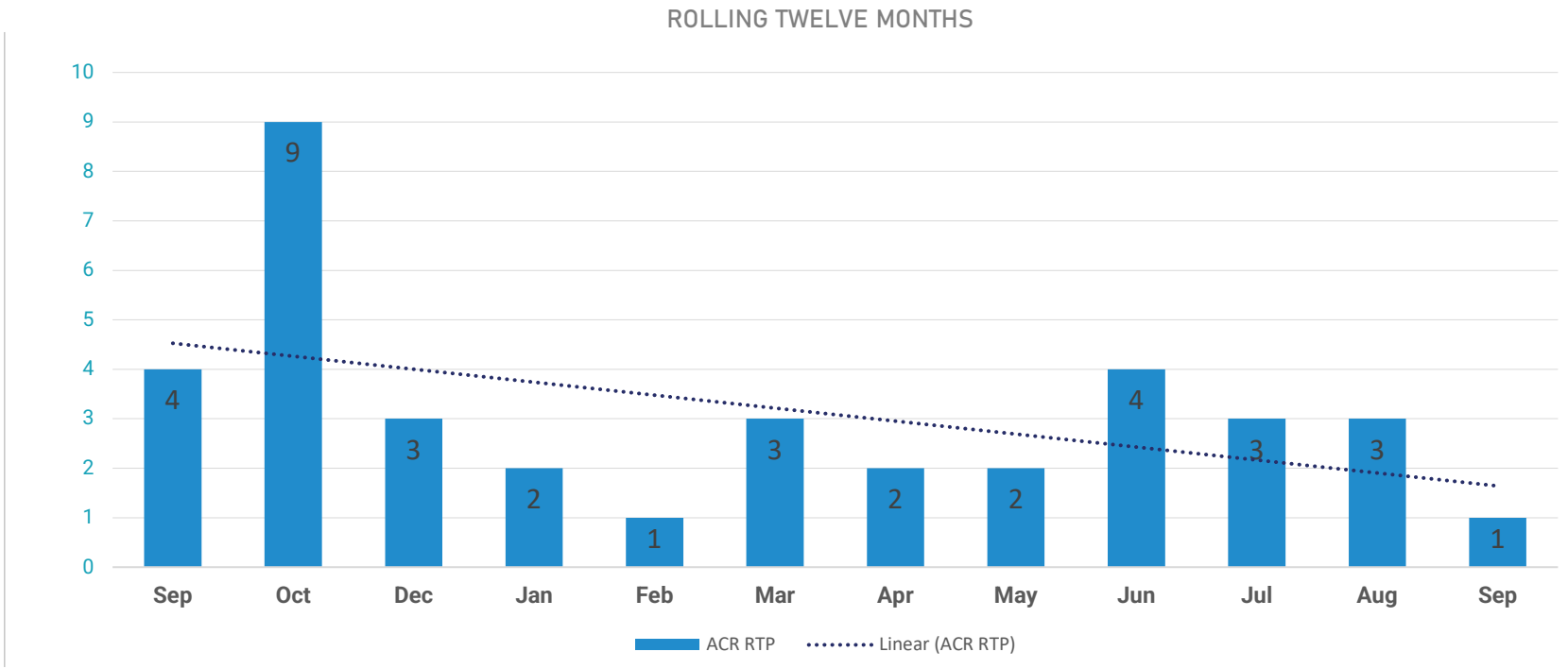


HIGHLANDS COUNTY FIRE RESCUE SCORES

Highlands County Fire Rescue	Total Correct	Trip Count	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Average	National Average
ACR Not Returned	12532	12561	99.7%	99.9%	99.7%	99.8%	99.9%	99.6%	99.8%	99.7%	99.8%	99.4%	99.9%	100.0%	99.8%	97.1%
Insurance	10556	12561	84.4%	85.0%	82.8%	80.6%	80.2%	84.3%	85.6%	85.5%	86.6%	87.5%	82.8%	84.8%	84.2%	42.8%
Phone Number	9330	12561	78.4%	77.7%	74.0%	68.8%	63.6%	71.1%	75.7%	80.1%	78.8%	79.7%	72.4%	73.1%	74.4%	46.5%
Patient Signature	9560	12561	75.0%	74.4%	76.2%	73.6%	72.1%	75.0%	77.5%	76.8%	77.4%	79.1%	80.6%	77.9%	76.3%	57.6%
Social Security Number	9596	12561	75.8%	78.7%	78.2%	73.3%	74.3%	75.8%	80.2%	78.5%	80.3%	76.4%	70.8%	71.4%	76.1%	54.2%

Highlands County Fire Rescue significantly exceeds national averages for performance in every category

ACR RETURN TO PROVIDER



.3% of claims are returned for additional clarification after initial submission to EMSMC from Highlands Fire Rescue

EMS|MC

Thank you!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Casey Hartt, Tourism Lead Marketing Consultant**

SUBJECT/TITLE: **Request exception from competitive procurement formalities pursuant to Purchasing Manual, Section 17.B.22, for special or unique services, to create a list of the following qualified vendors: 1) Huddle Up Group LLC, or 2) Synergy Sports Charlotte LLC, capable of preparing a strategic plan for recipients of the Sports Facility Improvement Grant Program.**

STATEMENT OF ISSUE

The Highlands County TDC has recognized the significant role sports play in community and economic development; therefore, the TDC is continually seeking to find innovative ways to enhance local sports infrastructure and attract sports tourism-driving events. The Sports Facility Improvement Grant Program was designed to help local sports venues conduct long-term planning and thereafter be able to make improvements to support sports tourism in Highlands County.

The grant program has two phases, the first of which helps the recipient develop a strategic or long-term plan for their facility. Providing a strategic plan of this type is special and unique because in order to be effective, the vendor completing the study will need to have extensive knowledge of Highlands County, and its tourism strengths, weaknesses, goals and objectives. The County has contracted for various tourism related strategic plans and studies in the past to determine what types of events are best suited for Highlands County. As such, there are certain vendors who already possess the necessary historic knowledge of the County. Using vendors with existing knowledge would be a cost savings to the County because such vendors would not need to spend time familiarizing themselves with the area and tourism needs of the County. Based on the information contained herein, an exception is requested from the competitive procurement formalities, pursuant to Purchasing Manual, Section 17.B.22, for special or unique services, to create a list of the following qualified vendors: 1) Huddle Up Group LLC, or 2) Synergy Sports Charlotte LLC, capable of preparing a strategic plan for recipients of the Sports Facility Improvement Grant Program.

RECOMMENDED ACTION

Move to authorize an exception from the competitive procurement formalities, pursuant to Purchasing Manual, Section 17.B.22, for special or unique services, to create a list of the following qualified vendors: 1) Huddle Up Group LLC, or 2) Synergy Sports Charlotte LLC, capable of preparing a strategic plan for recipients of the Sports Facility Improvement Grant Program.

FISCAL IMPACT

There is no fiscal impact for granting the exception. Any fiscal impact would be seen through approval of the grant policies and would be funded by Fund 152 (Tourist Development Trust).

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request approval of TOA 1-2, for additional funds in the amount of $29,802.98, to the June 18, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and AD Morgan for the remodel and expansion of the Avon Park Tax Collector, Project No.: 18025.**

STATEMENT OF ISSUE

During construction of the Avon Park Tax Collector's office, additional like items were added to the Board approved AD Morgan agreement and the scope of work it entailed. The Highlands County Tax Collector, architect, contractor and Capital Projects agreed on the followings additions for the project: Raise the ceiling in the expanded reception area, add soffit at corridor, add a wall and doors, and revised the HVAC. As with most remodels, changes are expected to occur as the project progresses. The original cost for this project was $772,993.51.

RECOMMENDED ACTION

Move to approve TOA 1-2, for additional funds in the amount $29,802.98, to the June 18, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and AD Morgan for the remodel and expansion of the Avon Park Tax Collector, Project No.: 18025.

FISCAL IMPACT

The fiscal impact is $29,802.98 which is currently budgeted in project number 2672A 56200Z 18025.

Attachments: APTC TOA 1-2 CO for agenda.pdf

HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

Select One of the following

TASK AUTHORIZATION	TOA# **1-2**
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)** $ 772,383.92 + $29,802.98 = **$802,186.90** **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 [signature] Oct 23, 2024	X [signature] Laurie Hurner (Oct 23, 2024 09:38 EDT) Oct 23, 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 Oct 23, 2024	**CMaR Project Manager E-mail:** **jkalaf@admorgan.com**
3. **Consultant Signature** **Date**	

PURCHASING REVIEW / LEGAL REVIEW

Purchasing Manager or Designee **Print Name: Tanya Cannady, Business Services Director**	**County Attorney or Designee** **Print Name: Sherry Sutphen, County Attorney**
X John Kalaf Oct 23, 2024	X [signature] Chantel Strahan (Oct 23, 2024 10:26 EDT) Oct 23, 2024
4. **Purchasing Manager or Designee Signature** **Date**	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 (unchanged)

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 (unchanged)

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 (add)

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.
- Add new concrete sidewalk at entrance**

Deliverables

New concrete sidewalk connecting seamless edge to existing sidewalk, condenser pad, storefront openings, and concrete footings for aluminum canopy.

TASK 4: Countertops and Millwork (unchanged)

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 (unchanged)

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 (add)

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 (unchanged)

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 (unchanged)

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 (add)

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.
- Add soffit at corridor.**

Deliverables

A complete drywall/framing system per plans and specifications listed on plans.

TASK 10: Acoustical Ceilings (add)

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.
- Raise height of existing acoustical ceiling in expansion area. **

Deliverables

New acoustical ceiling tile and grid system as described above.

TASK 11: Flooring (unchanged)

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 (unchanged)

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 (unchanged)

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 (unchanged)

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 (unchanged)

- 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 (unchanged)

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 (add)

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.
- Change location of HVAC duct vent.**

Deliverables

New HVAC system, ducts, cleaning, and test and balance as specified.

TASK 18: Electrical (unchanged)

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 (unchanged)

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 + $2,361.10)*	$287,993.37	
2	Demolition	$16,300.00	
3	Concrete/Masonry ($49,450.00 + $4,442.00)*	$53,892.00	
4	Countertops and Millwork	$65,874.00	
5	Joint Sealants	$1,000.00	
6	Openings – Doors and Hardware ($8,206.38 + $988.00 + $1,514.88)*	$10,709.26	
7	Openings - Automatic Door	$8,000.00	
8	Windows and Glazing	$21,583.38	
9	Drywall and Framing ($49,709.59 + $5,750.00)*	$55,459.59	
10	Acoustical Ceilings ($18,160.00 + $12,907.00)*	$31,067.00	
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 + $1,840.00)*	$37,265.00	
18	Electrical	$71,311.50	
19	Fencing	$1,500.00	
GMP FIXED FEE (Including Reimbursable Expenses)		$797,586.90	
GMP FIXED FEE (Including Reimbursable Expenses) with Alternate			$802,186.90

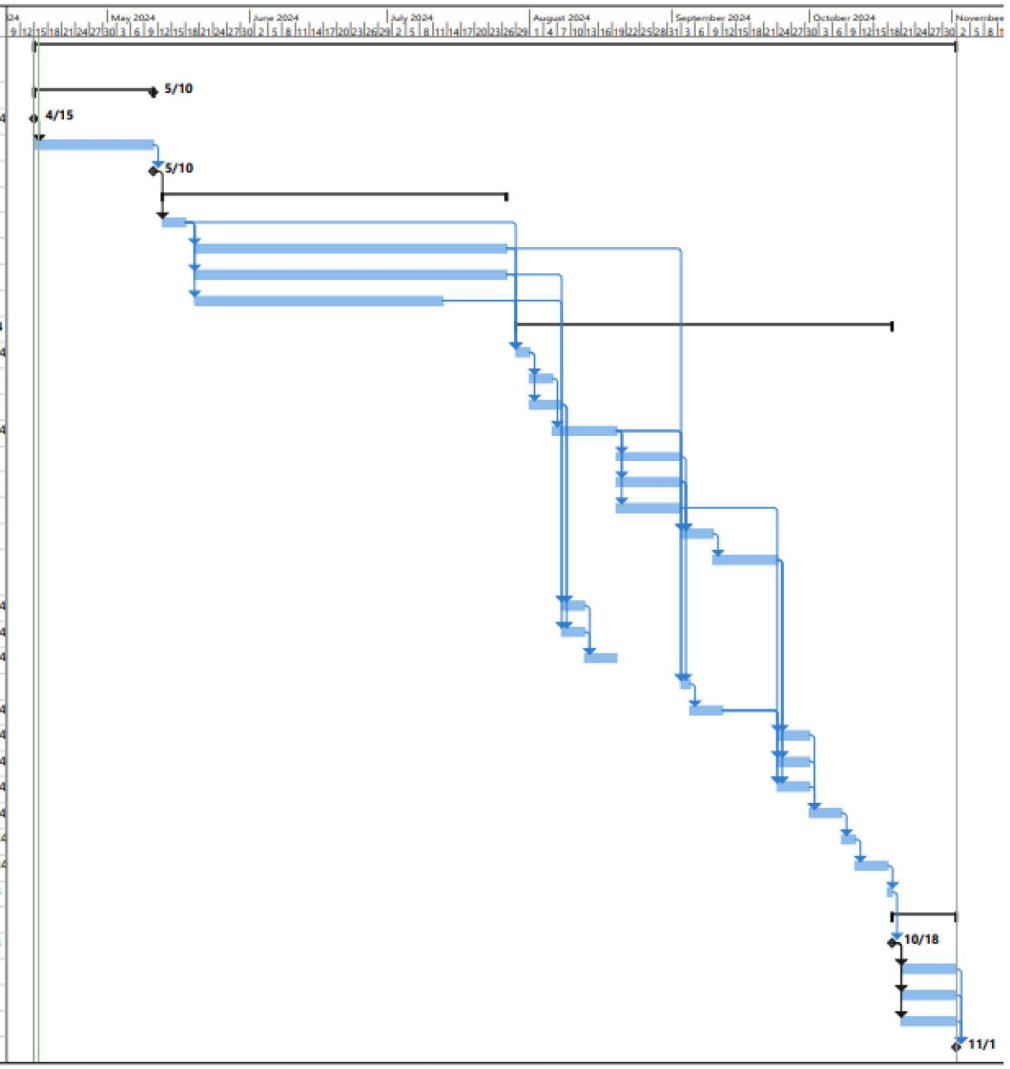
*** Denotes changes to the scope of work***

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

Signature: Tanya Cannady

Email: tcannady@highlandsfl.gov

AD Morgan CMAR TOA 1-2 CO

Final Audit Report 2024-10-23

Created:	2024-10-23
By:	Tiffany Gunn (tgunn@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz3ymnsG9IZ6TGoz7p2xEn4fbHcu-nsj4

"AD Morgan CMAR TOA 1-2 CO" History

Document created by Tiffany Gunn (tgunn@highlandsfl.gov)
2024-10-23 - 1:26:23 PM GMT

Document e-signed by Tiffany Gunn (tgunn@highlandsfl.gov)
Signature Date: 2024-10-23 - 1:30:03 PM GMT - Time Source: server

Document emailed to Laurie Hurner (lhurner@highlandsfl.gov) for signature
2024-10-23 - 1:30:05 PM GMT

Email viewed by Laurie Hurner (lhurner@highlandsfl.gov)
2024-10-23 - 1:37:19 PM GMT

Document e-signed by Laurie Hurner (lhurner@highlandsfl.gov)
Signature Date: 2024-10-23 - 1:38:27 PM GMT - Time Source: server

Document emailed to John Kalaf (jkalaf@admorgan.com) for signature
2024-10-23 - 1:38:29 PM GMT

Email viewed by John Kalaf (jkalaf@admorgan.com)
2024-10-23 - 1:44:36 PM GMT

Document e-signed by John Kalaf (jkalaf@admorgan.com)
Signature Date: 2024-10-23 - 1:45:22 PM GMT - Time Source: server

Document emailed to Tanya Cannady (tcannady@highlandsfl.gov) for signature
2024-10-23 - 1:45:23 PM GMT

Email viewed by Tanya Cannady (tcannady@highlandsfl.gov)
2024-10-23 - 2:24:59 PM GMT

Document e-signed by Tanya Cannady (tcannady@highlandsfl.gov)
Signature Date: 2024-10-23 - 2:25:55 PM GMT - Time Source: server

Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2024-10-23 - 2:25:57 PM GMT

Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2024-10-23 - 2:26:24 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2024-10-23 - 2:26:31 PM GMT - Time Source: server

Agreement completed.
2024-10-23 - 2:26:31 PM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request to approve the agreements for burn services with primary and secondary contractor.**

STATEMENT OF ISSUE

The contractor will provide prescribed burn services to maintain and restore native plant species, increase biological diversity, enhance wildlife habitat, mimic natural processes, and reduce excessive fuel loads up to three (3) years. All burns will be permitted by Florida Forestry Services and follow their requirements. The 1,350-acre Sun N' Lake Preserve will be the main location, but additional locations, Grassy Lake Scrub and Istokpoga Marsh Watershed Improvement District (IMWID) impoundment have been added if conditions are achievable. Pricing will vary on location and based on a per acre burn. The areas will have burn units so a burn will not be completed all at once. The Sun N' Lake Preserve is $90 per acre burn, Grassy Lake Scrub is $80 per acre burn, and IMWID impoundment is $80 per acre burn from our primary contractor, LL Bar LLC.

RECOMMENDED ACTION

Move to approve the agreements for burn services with primary and secondary contractor.

FISCAL IMPACT

The fiscal impact to Fund 129 (Conservation Trust) and overall budget is estimated to be $44,900/yr for the 3 yr period FY24/25 - FY26/27 or a total estimated amount of $134,700 for both the Sun 'N Lake Preserve and Grassy Lake Scrub which is currently budgeted in FY24/25.
The fiscal impact to Fund 109 and the overall budget is estimated to be $24,640/yr for the 3 yr period FY24/25 - FY26/27 or an estimated total of $73,920 if all 308 acres are maintained annually. This part of the agreement may not occur until the future status of the Istokpoga Marsh Watershed Improvement District is determined.

Attachments: Prescribed Burn Legal Agreement Immokalee Land Management.pdf
Prescribed Burn Legal Agreement LL Bar.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Immokalee Land Management LLC, 3130 22nd Ave. SE., Naples, Florida 34117, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Prescribed Burn Services, pursuant to the COUNTY's Purchasing Policy and ITB-24-025-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-24-025-SDQ; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one (1) additional period of three (3) years.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and

shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY, with the exception of the CPBM responsibilities; however, the CONTRACTOR is fully responsible for the satisfactory completion of any subcontracted work.

D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in **Exhibit "A"**.

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of the COUNTY.

G. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in termination of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. A description and location of work performed
v. Total amount due
vi. Purchase Order number
vii. The location and date of delivery of the goods or services or property to the COUNTY

viii. The quantity of the goods or services or property provided to the COUNTY

ix. The unit price of the goods or services or property provided to the COUNTY

x. The extended total price of the goods or services or property provided to the COUNTY

xi. All applicable charges and discounts

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

The failure of the CONTRACTOR to conduct a burn during any twenty-eight (28) day period when on at least five (5) of those days, weather conditions are consistent with approved prescriptions and the current Priority Burn List, may result in the issuance of a nonperformance notification (pursuant to Section 24 of this Agreement) to the CONTRACTOR, advising the CONTRACTOR that its performance is failing to adhere to the terms of this Agreement. After the issuance of a nonperformance notification to CONTRACTOR, if CONTRACTOR continues to fail to conduct a burn during an additional fourteen (14) day period when on at least three (3) of those days, weather conditions are consistent with approved prescriptions and the current Priority Burn List, COUNTY may terminate this Agreement with notification to the CONTRACTOR.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE (including owned, hired, and non-owned autos): One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

2. GENERAL LIABILITY: Three Million Dollars ($3,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Three Million Dollars ($3,000,000.00);

4. EXCESS COVERAGE: Three Million Dollars ($3,000,000.00); and

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation of Florida law and Federal law for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy must include Employer's Liability with a limit of $100,000.00 each accident, $100,000.00 each employee, $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognition of the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less

coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

C. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this

Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this

Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class certified mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Highlands County ATTN: Laurie Hurner, County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Office of the County Attorney Attn: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
CONTRACTOR:	Frank D. Garcia, Authorized Member Immokalee Land Management LLC 3130 22nd Ave. SE Naples, Florida 34117 immokaleelandmanagement@gmail.com

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this

Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 35. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 36. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR's response to the COUNTY's solicitation 24-025-SDQ. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

Signatures on Following Page

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

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair, Highlands County Board of County Commissioners

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: Frank Garcia

Print: _____

Title: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Frank Garcia, as Owner, of Immokalee Land Mgt 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 18th day of October, 2024.

(stamp)

Cynthia Rae Williams
NOTARY PUBLIC, State of Florida

CYNTHIA RAE WILLIAMS
Notary Public-State of Florida
Commission # HH 218585
My Commission Expires
February 04, 2026

Exhibit A

SCOPE OF WORK

SCOPE OF WORK AND SPECIFICATIONS

CONTRACTOR will provide prescribed burn services to COUNTY to maintain and restore native plant species composition and structure and to:

- Increase biological diversity
- Enhance wildlife habitat
- Mimic natural processes
- Reduce excessive fuel loads

CONTRACTOR will implement prescribed burns to management units with appropriate intensity to produce desired results, including varying degrees of litter removal, understory consumption, and overstory kill. Some management units may not have been burned for many years and therefore contain medium to high fuel loads. High intensity fires may be necessary in select cases to achieve burn objectives on certain management units.

CONTRACTOR shall coordinate with the Highlands County Natural Resources Division on all aspects of burn planning, preparation, and implementation.

1. PROJECT AREA/SITE LOCATION(S)

1.1 The Sun N' Lake Preserve, located at 5510 Balboa Blvd., Sebring, Florida 33872. (Attachments 1 & 2)

1.1.1 It is bordered on the west by Hardee County agricultural lands, on the east by Sun N' Lake Improvements District, and roughly three miles from U.S. Highway 27. The area east is surrounded by residential and urban development and publicly owned forested uplands and wetlands.

1.1.2 Natural communities on this property consist of South Florida flatwoods, mesic hammocks, cutthroat seeps, mixed hardwood forests, and wet prairies throughout the 1,350-acre property. These habitats are home to a variety of endemic and endangered species.

1.2 The Grassy Lake Scrub (Attachment 3) property is 55 acres and currently has areas established for pile burning. The 55-acre Grassy Lake Scrub PROMA (Permittee-Responsible-Off-site-Mitigation-Area) is located south of Lake Placid on the Lake Wales Ridge in Highlands County, Florida (1551 US 27 S. Lake Placid, Florida 33852). Grassy Lake Scrub neighbors Camp Florida subdivision on the north, Hickory Hills subdivision on the south, Highway US 27 S. on the west and Lake Grassy on the east. Majority of the PROMA is comprised of xeric upland, but roughly 3-5-acres non-upland area is located along the eastern boundary of the property. This area is managed

for the endangered species to include sand skink, gopher tortoise, and a number of native endangered plant habitat.

1.3 The Istokpoga Marsh Watershed Improvement District (IMWID) (Attachment 4) is southeast of Lake Istokpoga at 154 Caladium Dr., Lake Placid, Florida 33852 and surrounded by agricultural lands on each side and roughly 0.38 miles from County Road 621 on the north side. Historically, a watershed workplan for the Istokpoga Marsh Watershed was created to provide adequate drainage and the necessary flood protection to obtain maximum agricultural productivity. To meet water quality standards and additional irrigation needs, a 308-acre above ground impoundment was later built and is maintained by Highlands County. This 308-acre wetland and muck soil will benefit from regular prescribed burning when conditions allow. During the contractual period, new land acquisitions and other Highlands County managed properties may be incorporated into this contract if agreed upon by Highlands County and the CONTRACTOR.

2. SPECIFICATIONS

2.1 General Specifications

2.1.1 The COUNTY reserves the right to select a Primary and a Secondary contractor for this project. The alternate contractor will be authorized to continue the project if the primary contractor cannot complete (i.e., staffing, non-compliance with contract, etc.).

2.1.2 All prescribed burns conducted on the COUNTY's managed lands and all prescribed burn prescriptions shall follow Section 590.125(3), Florida Statutes (F.S.) "Certified Prescribed Burning", Chapter 5I-2, Florida Administrative Code (F.A.C.), the FWC Division of Habitat and Species Conservation (HSC) Prescribed Burning and Wildland Fire Suppression Standards, and any other applicable statutes and rules.

2.1.3 The CONTRACTOR, or any employee of the CONTRACTOR, who will be leading/calling burns, must be a Florida Certified Prescribed Burn Manager (CPBM) and have successfully completed the certification program of the Florida Forest Service (FFS, formerly the Florida Division of Forestry), possess a valid certification (per 5I-2, F.A.C.), and have at least five (5) years prior experience managing and implementing prescribed burns, including at least 10 prior burn authorizations from FFS during the past five (5) years in similar conditions to current provided areas. If not burned in specific habitat, provide the number of prescribed burns within the past 5 years, when requested by COUNTY. The CONTRACTOR and/or its CPBM employee(s) must provide documentation that he/she has successfully conducted prescribed burns both in sandhill,

flatwoods, and scrub habitats, and in the wildland/urban interface. Documentation of employment or principal interest in the CONTRACTOR's company must also be submitted by any potential CPBMs other than the CONTRACTOR.

2.1.4 The COUNTY reserves the right to consult with the Florida Forest Service (FFS) regarding the CPBM's burn records when determining eligibility to perform under this contract. The CONTRACTOR shall maintain documentation of certifications for all CPBMs and crew members. The issuance of one or more Notice of Violation (NOV) to the CPBM for work performed under this Agreement shall be grounds for termination of this contract.

2.1.5 The subcontracting of the CPBM responsibilities is not permitted.

2.1.6 Burn prescriptions must be prepared on the standardized burn prescription form.

2.1.7 CPBMs, crew members, brush truck operators, bulldozer plow unit operators, and aerial plastic sphere dispenser operators must meet all training, certification, and experience standards outlined in HSC Prescribed Burning and Wildland Fire Suppression Standards.

2.1.8 All contract personnel on the burn site must be equipped with the required personal Protective Equipment (PPE) outlined in HSC Prescribed Burning and Wildland Fire Suppression Standards (flame resistant shirt and pants, or jumpsuit; wildland fire hard hat; leather gloves; leather boots - ≥ 8" lace-up; eye protection; hand-held radio; and fire shelter meeting USFS Specification). The CPBM must carry a cell phone or other mode of communication in order to contact FFS or other emergency personnel if needed.

2.1.9 The CPBM shall provide and maintain adequate equipment and personnel on the site while burning operations are in progress and while any risk of escape exists. The CPBM shall have equipment to include one or more of the following: bulldozer, tractor with disk/plow, other tracked heavy equipment on site. The COUNTY's project manager has the authority to demand the addition of personnel or equipment for burn operations at any time. The COUNTY, upon request from the CPBM, may contribute, if available, personnel and equipment to assist on controlled burns. Joint operations are encouraged but never required to potentially allow more burn days by offsetting resource costs for individual burns.

3.1.9.1 Required specifications for a Type VI Wildland engine and Type III bulldozer:

Type VI Wildland Engine:
Pump Rating: 50 GPM minimum flow at 100 PSI
Tank Capacity (gallons): 150 – 400

Hose (feet): 1 ½" – 300; 1" – 300
Personnel (minimum): 2 persons

Type III Bulldozer with Plow (FFS Standards):
NHP: 70 – 90
Class: Medium (e.g., D-4, D-5C, JD450, JD550. D3C)
Ground Pressure: Low
Personnel (minimum) 1 person

2.1.10 All equipment should be thoroughly cleaned of all vegetative material/debris before entering or re-entering the area to reduce the spread of invasive exotic vegetation. The COUNTY reserves the right to inspect the equipment prior to its use on the area.

2.1.11 The CONTRACTOR is fully responsible for the training and safety of all personnel participating in prescribed burns. The CONTRACTOR is responsible for providing all proper personal safety equipment and ensuring said equipment is used properly. The CONTRACTOR must be able to provide adequate fire suppression equipment to support all controlled burns and said equipment must be fully operational and on site for the entire duration of the prescribed burn.

2.1.12 To ensure burn units are completed according to the priorities established by the COUNTY's Project Manager, the CONTRACTOR shall be provided a list of priority burn units upon issuance of the purchase order. The CONTRACTOR will be provided one (1) Priority Burn List at a time and, once all units on the list are completed, a subsequent list will be provided. The Priority Burn List may be changed depending on weather and ground conditions. The CONTRACTOR will burn units from the agreed upon Priority Burn List until the total number of acres specified in the purchase order are completed. Draft burn prescriptions shall be delivered to and approved by the COUNTY's Project Manager at least one (1) week prior to the scheduled burn.

2.1.13 Prescribed burning can occur in any month during the life of this Agreement with growing season (April – September) being priority. The actual dates will be based on weather conditions and fuel conditions as written in the burn plan and agreed to by the COUNTY's Project Manager. The CONTRACTOR shall notify the COUNTY's Project Manager at least one (1) day prior to each estimated burn date. The COUNTY may limit or prohibit a burn on any given day, based on fuel loads, smoke considerations, weather parameters, public use, or other factors.

2.1.14 The COUNTY's Project Manager may assign a specific season to a management unit based on desired future conditions. An emphasis will be placed on growing season burns wherever possible, but

winter burns are acceptable if approved by the COUNTY's Project Manager. Some units may have extensive duff build up around the base of old growth pines and the edges of swamps with cypress needle cast. Extra precautions may be required to minimize tree stress and/or mortality; this shall include but not be limited to low Keetch-Byram Drought Index (KBDI) requirements, low number of days since last rain, extra mop-up requirements, and/or other weather restrictions that may be required by the COUNTY's Project Manager.

2.1.15 Care must be taken not to impact any known imperiled or other wildlife species identified within the COUNTY's management lands. Determination as to whether this responsibility is being met by the CONTRACTOR shall be made by the COUNTY's Project Manager in consultation with appropriate Subject Matter Experts (SMEs).

2.1.16 Excluded burn dates will be determined at the beginning of that year's contract period.

2.1.17 The CONTRACTOR shall be responsible for all costs and liability associated with burning activities such as any fire suppression costs, fines, or damages resulting from burns that escape the burn unit or resulting from smoke originating from a burn. The COUNTY will not be held responsible for damage to the CONTRACTOR's equipment resulting from any activity associated with the burn. The CONTRACTOR shall have and maintain sufficient liability insurance in compliance with the requirements of the Agreement.

2.1.18 It shall be the responsibility of the CPBM to:

2.1.18.1 Remove from the job site any trash or other debris associated with the project.

2.1.18.2 Obtain any and all permits, licenses, and insurance that may apply to the job.

2.1.18.3 Assess the need for and supply the necessary equipment, labor, and materials to complete the job.

2.1.18.4 Keep gates closed and locked after leaving the project site, if applicable.

2.1.19 Any damage to state, county, or private property (i.e. roads, culverts, low water crossings, fences, gates, signs, structures, or natural resources) caused by the CONTRACTOR and not within the scope of the project work, will be the responsibility of the CONTRACTOR at no additional cost to the COUNTY.

2.1.20 In the event any historical or cultural artifact is uncovered during site preparation or burning activities, the CONTRACTOR shall

immediately halt activities within the area and notify the COUNTY's Project Manager.

3. PREPARATION, EXECUTION, MOP-UP, AND DECLARING THE FIRE OUT
   3.1 No new additional firelines shall be constructed without prior written approval from the COUNTY's Project Manager. All non-natural firelines and fireline mechanical preparation work will be disked by COUNTY staff. The CONTRACTOR may touch up firelines and conduct additional fireline mechanical preparation work as needed with prior approval from the COUNTY's Project Manager.
   3.2 On the day of any burn pursuant to this Agreement, the CPBM shall inspect the perimeter of the burn unit for vehicles or other such signs that may be indicative of recreational users within the burn unit. If it is determined that individuals may be within the burn unit, then ignition shall not take place until verification is made that all individuals are out of the area.
   3.3 A copy of the burn prescription and site map showing firelines, roads, natural features, safety zones, escape routes, and any other pertinent information shall be in the possession of the CPBM for the duration of each burn. A copy of the site map shall be in the possession of each crew member for the duration of each burn.
   3.4 Final burn prescriptions shall be prepared and supplied to the COUNTY's Project Manager on the day of each burn. The burn prescription shall include, at a minimum, the burn authorization number; the CPBM's name, signature, and certification number; the date the burn prescription was prepared; the maximum temperature, wind speed, and transport wind speed; the acceptable wind direction, mixing height, transport wind direction, and dispersion range (day time and night time); the minimum relative humidity (RH); a smoke management plan; National Weather Service and spot-weather forecasts, and a map of the burn unit(s) to be burned.
   3.5 Prior to ignition of any burn, the CPBM shall certify that the current and forecasted weather conditions meet the approved parameter ranges and that all necessary factors included in the approved burn prescriptions are present. Exceptions to the parameter ranges can be made to help meet the goals and objectives for a burn unit with prior written approval from the COUNTY's Project Manager. Spot weather forecasts for the nearest locations shall be issued the day of the burn.
   3.6 Ignition techniques can include strip head, flanking, point source and flanking, backing fire, or a combination of techniques necessary for a particular burn, depending on the burn objectives established by the COUNTY's Project Manager, time since last burn, vegetative structure, and fuel arrangement. The ignition techniques to be used must be outlined in the prescription.

3.7 Burn planning shall take into account the probability of smoke and/or fog impacts on roadways and other smoke sensitive areas. All fires shall be conducted by a CPBM whose burn record will permit him/her to secure open burning authorizations from the FFS. All required personnel, equipment, firebreaks, and permits as established by statute and rule shall be in place by the CPBM prior to any ignition.

3.8 The CPBM must remain on site of the burn until there is no more fire spread nor potential for spread. The CPBM is responsible for checking on the fire daily on the days following the burn, and reporting on its status to the COUNTY's Project Manager and FFS dispatch until declared out.

3.9 The CPBM shall follow and adhere to all standards for mop-up, monitoring, and declaring the fire out, including, at a minimum, those listed below, as well as additional requirements specified in the burn prescription.

3.9.1 Containment and Mop-up - The CONTRACTOR shall extinguish all visible flames within one hundred (100) feet of any paved County Road, State Road, or US Highway, and within fifty (50) feet of any maintenance road, perimeter fireline, and boundary. The CONTRACTOR shall extinguish aerial fuels and snags that pose a risk along perimeter firelines/roads and fell snags away from firelines/roads if necessary. Unburned fuels adjacent to firelines/roads are to be burned out or isolated. All firelines are to be reinspected and cleaned out, if necessary, prior to the CPBM leaving the burn. All spreading fire must be extinguished by one (1) hour after official sunset. If the prescribed fire rekindles after it is declared out, then the CONTRACTOR will be responsible for extinguishing and/or monitoring the fire based on FFS and COUNTY directives. Smoke signs must be reposted along roadways that are likely to be affected by smoke until all visible smoke is extinguished.

3.9.2 Monitoring – Monitoring the burn unit will begin immediately following ignition of the burn. Daily monitoring of the fire must occur during strong winds and/or low humidity events during active burning and until the fire is declared out. Additional mop-up may be necessary to reduce tree mortality and escape potential as well as prevent smoke impacts to paved County and State Roads or US Highways.

3.9.3 Declaring the Fire Out – The fire will be declared out when the following standards are met: (1) mop-up has been completed and meets standards, (2) no combustion observed within burn unit or spotovers for a minimum of three (3) days depending on site and weather conditions, and (3) firelines are in satisfactory condition.

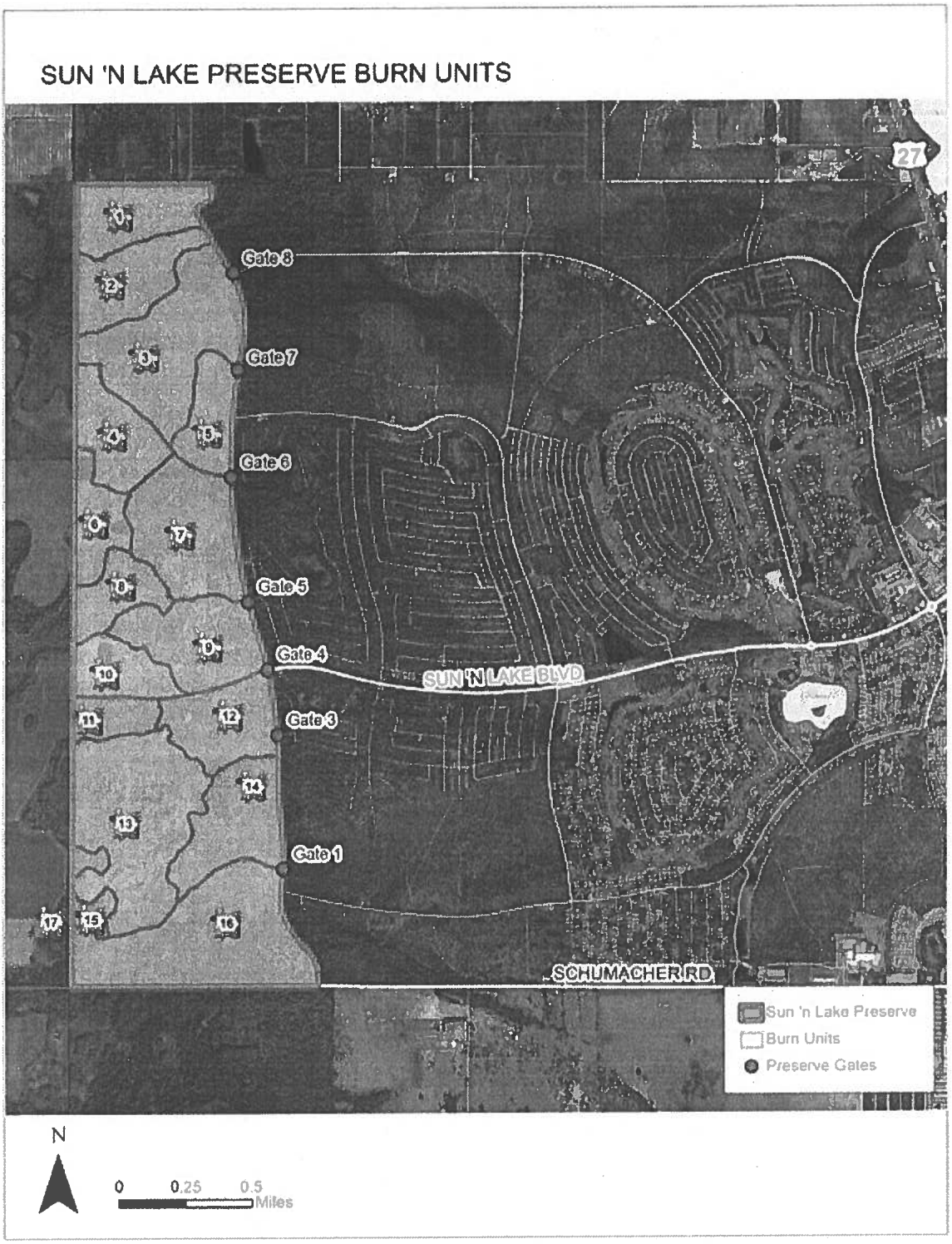
3.9.4 CONTRACTOR must submit a post-burn evaluation which details the burn within one (1) week of the fire being declared out. The

post-burn evaluation must include, at a minimum: the burn unit name and number; the burn authorization number; the number of acres in the burn unit; the percent of each burn unit actually burned; the hour the burn started; the hour the active burn was completed; the time and date the burn was declared out; the objective of the burn (i.e. fuel reduction, wildlife, site prep, etc.); whether the burn is expected to achieve habitat management, silvicultural, or fuel reduction objectives; the main firing techniques utilized; the ignition method; the estimated intensity of the burn; and whether all aspects of the prescribed burn were conducted within the prescription on the burn site during the ignition phase of the burn.

4. SUPPRESSION

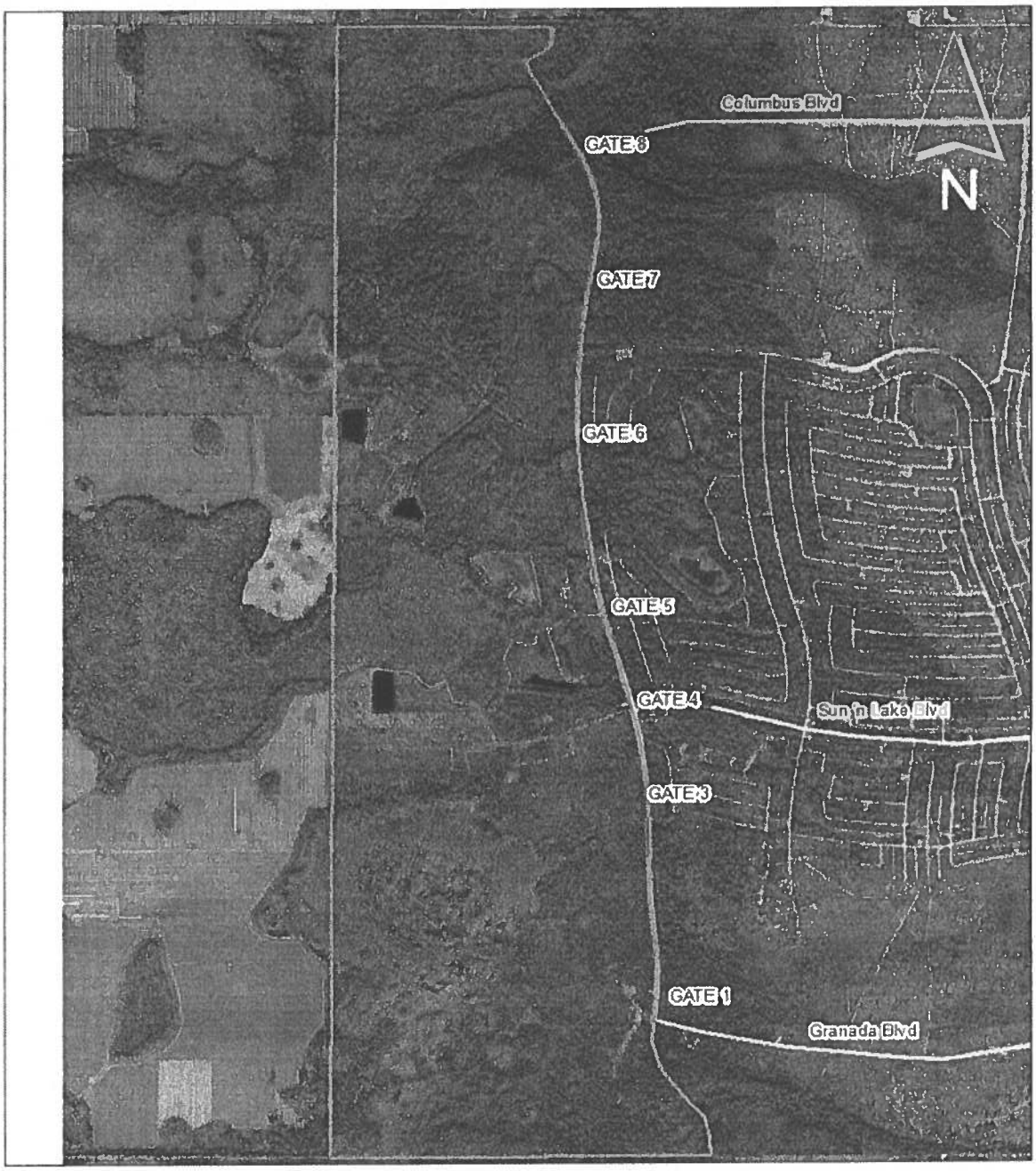
4.1 The CPBM must take every precaution to ensure the fire does not escape the prescribed boundary and that the prescribed burn is carried out in a safe manner. In the event of an escaped fire, FFS must be notified immediately, followed by the COUNTY's Project Manager. The CONTRACTOR shall be responsible for all suppression and mitigation costs. If tractor/plow equipment is used by the CPBM or FFS to construct firelines, either to "shut down" the fire within the planned burn unit or to suppress an escaped fire, the CONTRACTOR, at its expense, shall rehabilitate said firelines to the satisfaction of the COUNTY's Project Manager before an invoice for the prescribed burn will be processed by the COUNTY. Rehabilitation shall consist of returning fire lines to natural grade.

ATTACHMENT 1



ATTACHMENT 2

Sun N' Lake Preserve (Map 2)



There is a gate at Gate 2 however the road was so overgrown when they installed the fence, that gate doesn't open and there is no road.

ATTACHMENT 3

Grassy Lake Scrub

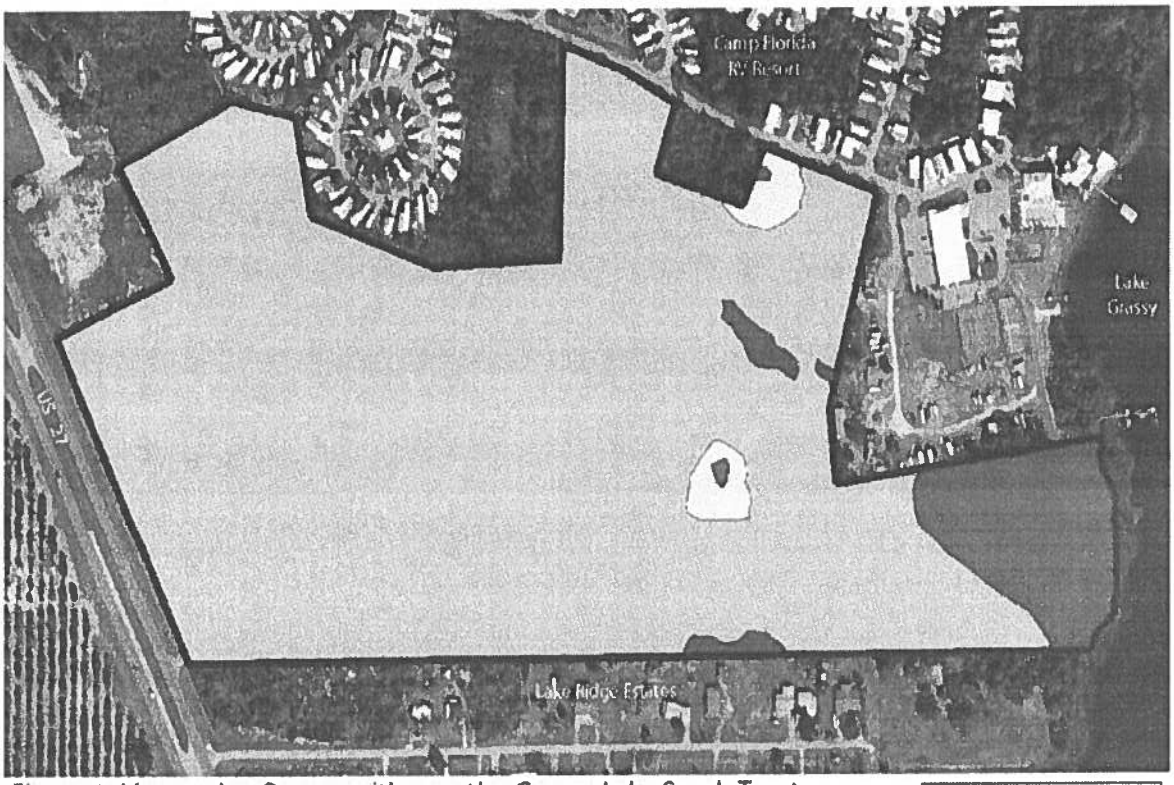


Figure 2. Vegetative Communities on the Grassy Lake Scrub Tract
Highlands County, Florida

ATTACHMENT 4

Istokpoga Marsh Watershed Improvement District (IMWID)

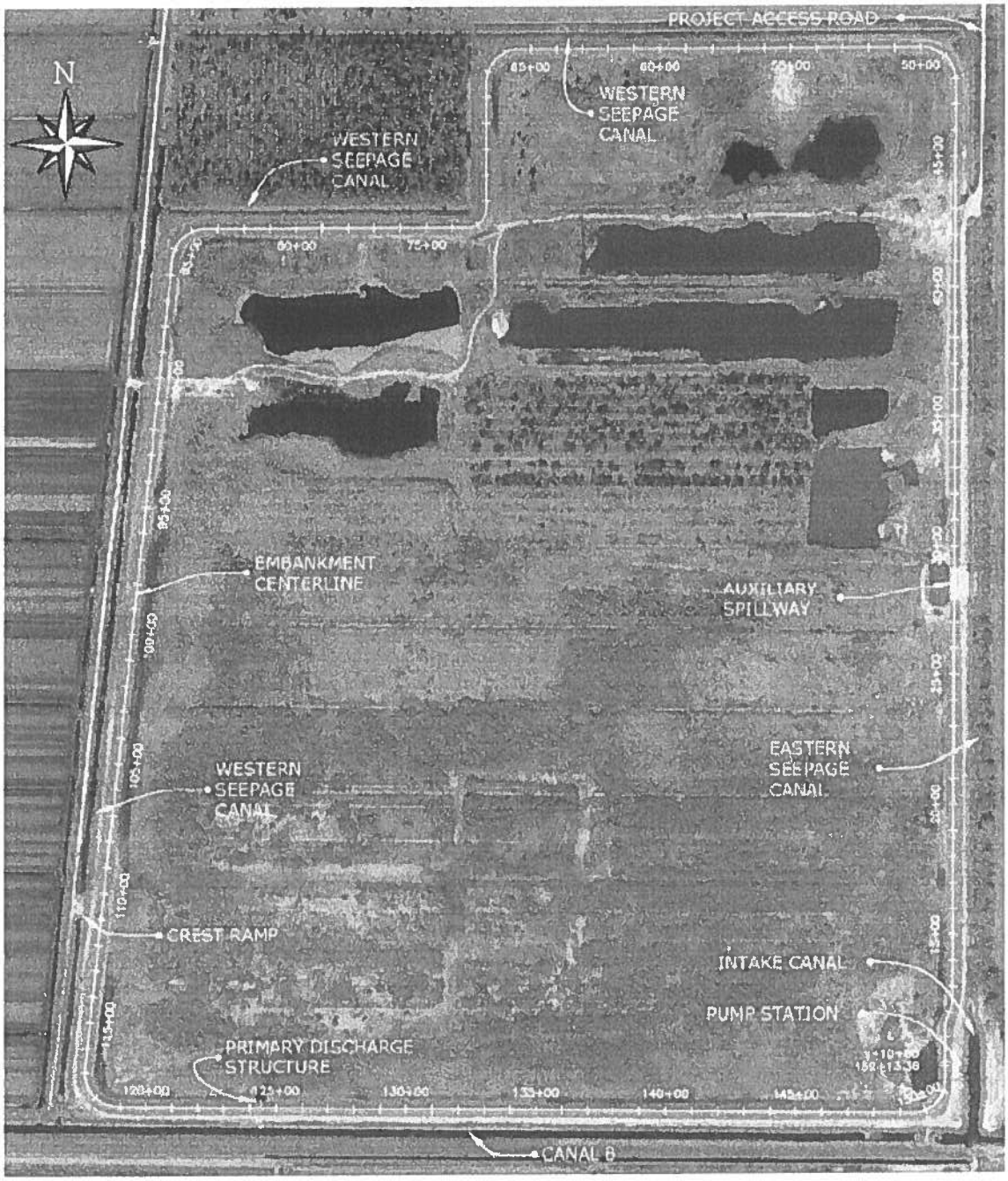


Exhibit B
PRICING

Bid Item #	PROJECT AREA/SITE LOCATION(S)	(Column A) INITIAL BURN Price Per Acre Burn	(Column B) MAINTENANCE/ ANNUAL BURN Price Per Acre
1	Sun N Lake Preserve	$180.00	$180.00
2	Grassy Scrub	$325.00	$325.00
3	Istokpoga IMWID	$90.00	$90.00
4	Miscellaneous Price Per Acre	$180.00	$180.00
	If a mathematical error occurs the unit price shall prevail.		

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and LL Bar LLC., 172 S. Huntley Drive, Lake Placid, Florida 33852, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Prescribed Burn Services, pursuant to the COUNTY's Purchasing Policy and ITB-24-025-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-24-025-SDQ; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one (1) additional period of three (3) years.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and

shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY, with the exception of the CPBM responsibilities; however, the CONTRACTOR is fully responsible for the satisfactory completion of any subcontracted work.

D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in **Exhibit "A"**.

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of the COUNTY.

G. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in termination of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. A description and location of work performed
v. Total amount due
vi. Purchase Order number
vii. The location and date of delivery of the goods or services or property to the COUNTY

viii. The quantity of the goods or services or property provided to the COUNTY
ix. The unit price of the goods or services or property provided to the COUNTY
x. The extended total price of the goods or services or property provided to the COUNTY
xi. All applicable charges and discounts

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

The failure of the CONTRACTOR to conduct a burn during any twenty-eight (28) day period when on at least five (5) of those days, weather conditions are consistent with approved prescriptions and the current Priority Burn List, may result in the issuance of a nonperformance notification (pursuant to Section 24 of this Agreement) to the CONTRACTOR, advising the CONTRACTOR that its performance is failing to adhere to the terms of this Agreement. After the issuance of a nonperformance notification to CONTRACTOR, if CONTRACTOR continues to fail to conduct a burn during an additional fourteen (14) day period when on at least three (3) of those days, weather conditions are consistent with approved prescriptions and the current Priority Burn List, COUNTY may terminate this Agreement with notification to the CONTRACTOR.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE (including owned, hired, and non-owned autos): One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

2. GENERAL LIABILITY: Three Million Dollars ($3,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Three Million Dollars ($3,000,000.00);

4. EXCESS COVERAGE: Three Million Dollars ($3,000,000.00); and

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation of Florida law and Federal law for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy must include Employer's Liability with a limit of $100,000.00 each accident, $100,000.00 each employee, $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognition of the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less

coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

C. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this

Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this

Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class certified mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
ATTN: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Laurent Lollis, A.P.
LL Bar LLC
172 S. Huntley Drive
Lake Placid, Florida 33852
laurentlollis@gmail.com

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this

Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 35. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 36. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR's response to the COUNTY's solicitation 24-025-SDQ. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 22 day of October, 2024.

HIGHLANDS COUNTY

Kevin J. Roberts, Chair, Highlands County Board of County Commissioners

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: LL Bar LLC

Print: Laurent Collis

Title: MGR

STATE OF FL
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Laurent Collis, as LLBar LLC/mgr, of LLBar LLC, 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 DK as identification, and who did/did not take an oath this 22 day of Oct, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Mary M. Elliott
My Commission HH 126509
Expires 05/05/2025

Exhibit A

SCOPE OF WORK

SCOPE OF WORK AND SPECIFICATIONS

CONTRACTOR will provide prescribed burn services to COUNTY to maintain and restore native plant species composition and structure and to:

- Increase biological diversity
- Enhance wildlife habitat
- Mimic natural processes
- Reduce excessive fuel loads

CONTRACTOR will implement prescribed burns to management units with appropriate intensity to produce desired results, including varying degrees of litter removal, understory consumption, and overstory kill. Some management units may not have been burned for many years and therefore contain medium to high fuel loads. High intensity fires may be necessary in select cases to achieve burn objectives on certain management units.

CONTRACTOR shall coordinate with the Highlands County Natural Resources Division on all aspects of burn planning, preparation, and implementation.

1. PROJECT AREA/SITE LOCATION(S)

1.1 The Sun N' Lake Preserve, located at 5510 Balboa Blvd., Sebring, Florida 33872. (Attachments 1 & 2)

1.1.1 It is bordered on the west by Hardee County agricultural lands, on the east by Sun N' Lake Improvements District, and roughly three miles from U.S. Highway 27. The area east is surrounded by residential and urban development and publicly owned forested uplands and wetlands.

1.1.2 Natural communities on this property consist of South Florida flatwoods, mesic hammocks, cutthroat seeps, mixed hardwood forests, and wet prairies throughout the 1,350-acre property. These habitats are home to a variety of endemic and endangered species.

1.2 The Grassy Lake Scrub (Attachment 3) property is 55 acres and currently has areas established for pile burning. The 55-acre Grassy Lake Scrub PROMA (Permittee-Responsible-Off-site-Mitigation-Area) is located south of Lake Placid on the Lake Wales Ridge in Highlands County, Florida (1551 US 27 S. Lake Placid, Florida 33852). Grassy Lake Scrub neighbors Camp Florida subdivision on the north, Hickory Hills subdivision on the south, Highway US 27 S. on the west and Lake Grassy on the east. Majority of the PROMA is comprised of xeric upland, but roughly 3-5-acres non-upland area is located along the eastern boundary of the property. This area is managed

for the endangered species to include sand skink, gopher tortoise, and a number of native endangered plant habitat.

1.3 The Istokpoga Marsh Watershed Improvement District (IMWID) (Attachment 4) is southeast of Lake Istokpoga at 154 Caladium Dr., Lake Placid, Florida 33852 and surrounded by agricultural lands on each side and roughly 0.38 miles from County Road 621 on the north side. Historically, a watershed workplan for the Istokpoga Marsh Watershed was created to provide adequate drainage and the necessary flood protection to obtain maximum agricultural productivity. To meet water quality standards and additional irrigation needs, a 308-acre above ground impoundment was later built and is maintained by Highlands County. This 308-acre wetland and muck soil will benefit from regular prescribed burning when conditions allow. During the contractual period, new land acquisitions and other Highlands County managed properties may be incorporated into this contract if agreed upon by Highlands County and the CONTRACTOR.

2. SPECIFICATIONS

2.1 General Specifications

2.1.1 The COUNTY reserves the right to select a Primary and a Secondary contractor for this project. The alternate contractor will be authorized to continue the project if the primary contractor cannot complete (i.e., staffing, non-compliance with contract, etc.).

2.1.2 All prescribed burns conducted on the COUNTY's managed lands and all prescribed burn prescriptions shall follow Section 590.125(3), Florida Statutes (F.S.) "Certified Prescribed Burning", Chapter 5I-2, Florida Administrative Code (F.A.C.), the FWC Division of Habitat and Species Conservation (HSC) Prescribed Burning and Wildland Fire Suppression Standards, and any other applicable statutes and rules.

2.1.3 The CONTRACTOR, or any employee of the CONTRACTOR, who will be leading/calling burns, must be a Florida Certified Prescribed Burn Manager (CPBM) and have successfully completed the certification program of the Florida Forest Service (FFS, formerly the Florida Division of Forestry), possess a valid certification (per 5I-2, F.A.C.), and have at least five (5) years prior experience managing and implementing prescribed burns, including at least 10 prior burn authorizations from FFS during the past five (5) years in similar conditions to current provided areas. If not burned in specific habitat, provide the number of prescribed burns within the past 5 years, when requested by COUNTY. The CONTRACTOR and/or its CPBM employee(s) must provide documentation that he/she has successfully conducted prescribed burns both in sandhill,

flatwoods, and scrub habitats, and in the wildland/urban interface. Documentation of employment or principal interest in the CONTRACTOR's company must also be submitted by any potential CPBMs other than the CONTRACTOR.

2.1.4 The COUNTY reserves the right to consult with the Florida Forest Service (FFS) regarding the CPBM's burn records when determining eligibility to perform under this contract. The CONTRACTOR shall maintain documentation of certifications for all CPBMs and crew members. The issuance of one or more Notice of Violation (NOV) to the CPBM for work performed under this Agreement shall be grounds for termination of this contract.

2.1.5 The subcontracting of the CPBM responsibilities is not permitted.

2.1.6 Burn prescriptions must be prepared on the standardized burn prescription form.

2.1.7 CPBMs, crew members, brush truck operators, bulldozer plow unit operators, and aerial plastic sphere dispenser operators must meet all training, certification, and experience standards outlined in HSC Prescribed Burning and Wildland Fire Suppression Standards.

2.1.8 All contract personnel on the burn site must be equipped with the required personal Protective Equipment (PPE) outlined in HSC Prescribed Burning and Wildland Fire Suppression Standards (flame resistant shirt and pants, or jumpsuit; wildland fire hard hat; leather gloves; leather boots - ≥ 8" lace-up; eye protection; hand-held radio; and fire shelter meeting USFS Specification). The CPBM must carry a cell phone or other mode of communication in order to contact FFS or other emergency personnel if needed.

2.1.9 The CPBM shall provide and maintain adequate equipment and personnel on the site while burning operations are in progress and while any risk of escape exists. The CPBM shall have equipment to include one or more of the following: bulldozer, tractor with disk/plow, other tracked heavy equipment on site. The COUNTY's project manager has the authority to demand the addition of personnel or equipment for burn operations at any time. The COUNTY, upon request from the CPBM, may contribute, if available, personnel and equipment to assist on controlled burns. Joint operations are encouraged but never required to potentially allow more burn days by offsetting resource costs for individual burns.

3.1.9.1 Required specifications for a Type VI Wildland engine and Type III bulldozer:

Type VI Wildland Engine:
Pump Rating: 50 GPM minimum flow at 100 PSI
Tank Capacity (gallons): 150 – 400

Hose (feet): 1 ½" – 300; 1" – 300
Personnel (minimum): 2 persons

Type III Bulldozer with Plow (FFS Standards):
NHP: 70 – 90
Class: Medium (e.g., D-4, D-5C, JD450, JD550. D3C)
Ground Pressure: Low
Personnel (minimum) 1 person

2.1.10 All equipment should be thoroughly cleaned of all vegetative material/debris before entering or re-entering the area to reduce the spread of invasive exotic vegetation. The COUNTY reserves the right to inspect the equipment prior to its use on the area.

2.1.11 The CONTRACTOR is fully responsible for the training and safety of all personnel participating in prescribed burns. The CONTRACTOR is responsible for providing all proper personal safety equipment and ensuring said equipment is used properly. The CONTRACTOR must be able to provide adequate fire suppression equipment to support all controlled burns and said equipment must be fully operational and on site for the entire duration of the prescribed burn.

2.1.12 To ensure burn units are completed according to the priorities established by the COUNTY's Project Manager, the CONTRACTOR shall be provided a list of priority burn units upon issuance of the purchase order. The CONTRACTOR will be provided one (1) Priority Burn List at a time and, once all units on the list are completed, a subsequent list will be provided. The Priority Burn List may be changed depending on weather and ground conditions. The CONTRACTOR will burn units from the agreed upon Priority Burn List until the total number of acres specified in the purchase order are completed. Draft burn prescriptions shall be delivered to and approved by the COUNTY's Project Manager at least one (1) week prior to the scheduled burn.

2.1.13 Prescribed burning can occur in any month during the life of this Agreement with growing season (April – September) being priority. The actual dates will be based on weather conditions and fuel conditions as written in the burn plan and agreed to by the COUNTY's Project Manager. The CONTRACTOR shall notify the COUNTY's Project Manager at least one (1) day prior to each estimated burn date. The COUNTY may limit or prohibit a burn on any given day, based on fuel loads, smoke considerations, weather parameters, public use, or other factors.

2.1.14 The COUNTY's Project Manager may assign a specific season to a management unit based on desired future conditions. An emphasis will be placed on growing season burns wherever possible, but

winter burns are acceptable if approved by the COUNTY's Project Manager. Some units may have extensive duff build up around the base of old growth pines and the edges of swamps with cypress needle cast. Extra precautions may be required to minimize tree stress and/or mortality; this shall include but not be limited to low Keetch-Byram Drought Index (KBDI) requirements, low number of days since last rain, extra mop-up requirements, and/or other weather restrictions that may be required by the COUNTY's Project Manager.

2.1.15 Care must be taken not to impact any known imperiled or other wildlife species identified within the COUNTY's management lands. Determination as to whether this responsibility is being met by the CONTRACTOR shall be made by the COUNTY's Project Manager in consultation with appropriate Subject Matter Experts (SMEs).

2.1.16 Excluded burn dates will be determined at the beginning of that year's contract period.

2.1.17 The CONTRACTOR shall be responsible for all costs and liability associated with burning activities such as any fire suppression costs, fines, or damages resulting from burns that escape the burn unit or resulting from smoke originating from a burn. The COUNTY will not be held responsible for damage to the CONTRACTOR's equipment resulting from any activity associated with the burn. The CONTRACTOR shall have and maintain sufficient liability insurance in compliance with the requirements of the Agreement.

2.1.18 It shall be the responsibility of the CPBM to:

2.1.18.1 Remove from the job site any trash or other debris associated with the project.

2.1.18.2 Obtain any and all permits, licenses, and insurance that may apply to the job.

2.1.18.3 Assess the need for and supply the necessary equipment, labor, and materials to complete the job.

2.1.18.4 Keep gates closed and locked after leaving the project site, if applicable.

2.1.19 Any damage to state, county, or private property (i.e. roads, culverts, low water crossings, fences, gates, signs, structures, or natural resources) caused by the CONTRACTOR and not within the scope of the project work, will be the responsibility of the CONTRACTOR at no additional cost to the COUNTY.

2.1.20 In the event any historical or cultural artifact is uncovered during site preparation or burning activities, the CONTRACTOR shall

immediately halt activities within the area and notify the COUNTY's Project Manager.

3. PREPARATION, EXECUTION, MOP-UP, AND DECLARING THE FIRE OUT
   3.1 No new additional firelines shall be constructed without prior written approval from the COUNTY's Project Manager. All non-natural firelines and fireline mechanical preparation work will be disked by COUNTY staff. The CONTRACTOR may touch up firelines and conduct additional fireline mechanical preparation work as needed with prior approval from the COUNTY's Project Manager.
   3.2 On the day of any burn pursuant to this Agreement, the CPBM shall inspect the perimeter of the burn unit for vehicles or other such signs that may be indicative of recreational users within the burn unit. If it is determined that individuals may be within the burn unit, then ignition shall not take place until verification is made that all individuals are out of the area.
   3.3 A copy of the burn prescription and site map showing firelines, roads, natural features, safety zones, escape routes, and any other pertinent information shall be in the possession of the CPBM for the duration of each burn. A copy of the site map shall be in the possession of each crew member for the duration of each burn.
   3.4 Final burn prescriptions shall be prepared and supplied to the COUNTY's Project Manager on the day of each burn. The burn prescription shall include, at a minimum, the burn authorization number; the CPBM's name, signature, and certification number; the date the burn prescription was prepared; the maximum temperature, wind speed, and transport wind speed; the acceptable wind direction, mixing height, transport wind direction, and dispersion range (day time and night time); the minimum relative humidity (RH); a smoke management plan; National Weather Service and spot-weather forecasts, and a map of the burn unit(s) to be burned.
   3.5 Prior to ignition of any burn, the CPBM shall certify that the current and forecasted weather conditions meet the approved parameter ranges and that all necessary factors included in the approved burn prescriptions are present. Exceptions to the parameter ranges can be made to help meet the goals and objectives for a burn unit with prior written approval from the COUNTY's Project Manager. Spot weather forecasts for the nearest locations shall be issued the day of the burn.
   3.6 Ignition techniques can include strip head, flanking, point source and flanking, backing fire, or a combination of techniques necessary for a particular burn, depending on the burn objectives established by the COUNTY's Project Manager, time since last burn, vegetative structure, and fuel arrangement. The ignition techniques to be used must be outlined in the prescription.

3.7 Burn planning shall take into account the probability of smoke and/or fog impacts on roadways and other smoke sensitive areas. All fires shall be conducted by a CPBM whose burn record will permit him/her to secure open burning authorizations from the FFS. All required personnel, equipment, firebreaks, and permits as established by statute and rule shall be in place by the CPBM prior to any ignition.

3.8 The CPBM must remain on site of the burn until there is no more fire spread nor potential for spread. The CPBM is responsible for checking on the fire daily on the days following the burn, and reporting on its status to the COUNTY's Project Manager and FFS dispatch until declared out.

3.9 The CPBM shall follow and adhere to all standards for mop-up, monitoring, and declaring the fire out, including, at a minimum, those listed below, as well as additional requirements specified in the burn prescription.

3.9.1 Containment and Mop-up - The CONTRACTOR shall extinguish all visible flames within one hundred (100) feet of any paved County Road, State Road, or US Highway, and within fifty (50) feet of any maintenance road, perimeter fireline, and boundary. The CONTRACTOR shall extinguish aerial fuels and snags that pose a risk along perimeter firelines/roads and fell snags away from firelines/roads if necessary. Unburned fuels adjacent to firelines/roads are to be burned out or isolated. All firelines are to be reinspected and cleaned out, if necessary, prior to the CPBM leaving the burn. All spreading fire must be extinguished by one (1) hour after official sunset. If the prescribed fire rekindles after it is declared out, then the CONTRACTOR will be responsible for extinguishing and/or monitoring the fire based on FFS and COUNTY directives. Smoke signs must be reposted along roadways that are likely to be affected by smoke until all visible smoke is extinguished.

3.9.2 Monitoring – Monitoring the burn unit will begin immediately following ignition of the burn. Daily monitoring of the fire must occur during strong winds and/or low humidity events during active burning and until the fire is declared out. Additional mop-up may be necessary to reduce tree mortality and escape potential as well as prevent smoke impacts to paved County and State Roads or US Highways.

3.9.3 Declaring the Fire Out – The fire will be declared out when the following standards are met: (1) mop-up has been completed and meets standards, (2) no combustion observed within burn unit or spotovers for a minimum of three (3) days depending on site and weather conditions, and (3) firelines are in satisfactory condition.

3.9.4 CONTRACTOR must submit a post-burn evaluation which details the burn within one (1) week of the fire being declared out. The

post-burn evaluation must include, at a minimum: the burn unit name and number; the burn authorization number; the number of acres in the burn unit; the percent of each burn unit actually burned; the hour the burn started; the hour the active burn was completed; the time and date the burn was declared out; the objective of the burn (i.e. fuel reduction, wildlife, site prep, etc.); whether the burn is expected to achieve habitat management, silvicultural, or fuel reduction objectives; the main firing techniques utilized; the ignition method; the estimated intensity of the burn; and whether all aspects of the prescribed burn were conducted within the prescription on the burn site during the ignition phase of the burn.

4. SUPPRESSION

4.1 The CPBM must take every precaution to ensure the fire does not escape the prescribed boundary and that the prescribed burn is carried out in a safe manner. In the event of an escaped fire, FFS must be notified immediately, followed by the COUNTY's Project Manager. The CONTRACTOR shall be responsible for all suppression and mitigation costs. If tractor/plow equipment is used by the CPBM or FFS to construct firelines, either to "shut down" the fire within the planned burn unit or to suppress an escaped fire, the CONTRACTOR, at its expense, shall rehabilitate said firelines to the satisfaction of the COUNTY's Project Manager before an invoice for the prescribed burn will be processed by the COUNTY. Rehabilitation shall consist of returning fire lines to natural grade.

Exhibit B
PRICING

2. **PRICING: Provide an all-inclusive price for each line item.**

Bid Item #	Proposer Name: BID ITEMS	(Column A) INITIAL BURN Price Per Acre Burn	(Column B) MAINTENANCE / ANNUAL BURN Price Per Acre
1	Sun N Lake Preserve	$ 96	$ 62
2	Grassy Scrub	$ 80	$ 60
3	Istokpoga IMWID	$ 80	$ 60
4	Miscellaneous Price Per Acre	$ 75	$ 75
	TOTAL BID AMOUNT (numeric) (For bidding purposes provide a total of ALL items (1-4) in both columns A and B)		$ ~~158640~~ *$588.00
	TOTAL BID (written in words) One Hundred Fifty Eight Thousand Six hundred Forty 00/100		
	If a mathematical error occurs the unit price shall prevail.		

3. Do you accept P-Card (Visa) Payments _____ Yes / No ✓ (circle 1) _____ Fee, if any.

*Denotes a Corrective Total

ATTACHMENT 1

ATTACHMENT 2

Sun N' Lake Preserve (Map 2)

There is a gate at Gate 2 however the road was so overgrown when they installed the fence, that gate doesn't open and there is no road

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request approval of the renewal and amendment to the contract between Highlands County and Jack's Lawn & Landscaping.**

STATEMENT OF ISSUE

An Invitation to Bid (ITB 23-007) for Jacks Lawn & Landscaping was completed for the Sebring Parkway mowing and right-of-way maintenance. A renewal is needed with an amendment to add additional acreage to the contract. Attached is an amendment with Jacks Lawn & Landscaping.

RECOMMENDED ACTION

Move to approve the renewal and amendment to the contract between Highlands County and Jack's Lawn & Landscaping.
Move for the Board to approve the County Administrator to execute the renewal Amendments in accordance with the terms noted in this Agreement.

FISCAL IMPACT

The fiscal impact is $2,860 from 4110 (Sebring Parkway Maintenance) for FY 2024/2025 with a 50% reimbursement from the City of Sebring. This item is already allocated within the adopted FY 2024/2025 budget.

Attachments: Jack's Lawn, Amendment 1.pdf

AMENDMENT 1 TO THE AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND JACK'S LAWN & LANDSCAPING, INC.

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Jack's Lawn & Landscaping, Inc., 3224 Mildred Street, Sebring, Florida, 33870, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on April 18, 2023, the COUNTY entered into the Agreement with the CONTRACTOR related to the ITB-23-007 for Parkway Mowing Services (hereinafter referred to as "Agreement"); and

WHEREAS, the COUNTY has requested certain revisions to add additional acreage; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens, of and visitors to Highlands 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. Section 2, Term, is hereby amended to extend the term of this Agreement retroactively back to April 19, 2024, through and including April 18, 2025. This Agreement may be further extended when in the best interest of the County for two additional periods of one year each.

2. Section 7, Compensation, is hereby amended to revise the amount to be paid under this Agreement to **Four Thousand Four Hundred Twenty-five and No/100 ($4,425.00)** per cut.

3. Exhibit "A" is hereby amended to include the additional areas highlighted in blue and green on **Exhibit "A-1,"** attached hereto, and made a binding part hereof.

4. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

JACK'S MOWING & LANDSCAPING, INC.

By: _____

Print: Jack DeGroomes

Title: Owner

Exhibit "A-1"

Map of Expanded Mowing Area

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request approval of agreement with Fabricon Modular, LLC and Highlands County for a new Landfill Office Building, project # 21079.**

STATEMENT OF ISSUE

During FY 20/21 and 21/2022, the Board approved a new Landfill office building. Utilizing the FL Buy State cooperative, staff was able to customize a 2,880 sf modular building for Landfill operations. This modular unit includes, rated windows, doors, and glass.

RECOMMENDED ACTION

Move to approve the agreement with Fabricon Modular, LLC and Highlands County for a new Landfill Office Building project, # 21079.

FISCAL IMPACT

The fiscal impact is $417,382.00 which is currently allocated in 401 4210 56200Z 21079, Enterprise Fund.

Attachments: Fabricon AGREEMENT Final SIGNED (10.23.24).pdf
Exhibit A F241954-5_Fabricon Quotation SIGNED (10.23.24).pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Fabricon Modular, LLC, 6000 Philips Highway, Suite 4, Jacksonville, FL 32216, hereinafter referred to as the "VENDOR".

WITNESSETH:

WHEREAS, Section 10 of the Highlands County Purchasing Policy allows for purchases to be made through cooperative purchasing methods; and

WHEREAS, the COUNTY has determined that it is in its best interest to purchase a modular building, and associated installation services, for the Solid Waste Division offices, to be placed on the landfill property, utilizing that Florida Buy Cooperative State Purchasing Contract #22-172, valid through November 15, 2024, which was competitively solicited for and negotiated by the Panhandle Area Educational Consortium through RFP no. 21-15, Modular & Pre-Engineered Buildings, hereinafter referred to as "Cooperative Contract"; and

WHEREAS, the VENDOR has provided a proposal to the COUNTY pursuant to the Cooperative Contract which indicates that it is capable of providing the modular building and associated installation services required by the COUNTY; and

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

SECTION 1. TERM

The term of this Agreement shall begin on the date of execution by the COUNTY and shall extend through the date of completion of the Scope of Services set forth herein.

SECTION 2. SCOPE OF SERVICES, PRICING AND PAYMENT TERMS

The VENDOR will provide the modular building and associated installation services in an amount not to exceed Four Hundred Seventeen Thousand, Three Hundred Eighty-two and 00/100 Dollars ($417,382.00), which is consistent with the pricing set forth in the Cooperative Contract, as set forth in the **Exhibit "A"** attached hereto. The payment terms shall be in accordance with the Cooperative Contract (25% non-refundable deposit at time of contract execution, 65% at completion of manufacturing of the building and 10% at Substantial Completion of the Scope of Work)

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. WARRANTY.

The VENDOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the VENDOR is called to perform warranty work, the VENDOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed, or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the VENDOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the VENDOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

COUNTY:	Highlands County Attention: County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Attorney's Office 600 South Commerce Avenue Sebring, Florida 33870
VENDOR:	Fabricon Modular, LLC 6000 Philips Highway, Suite 4 Jacksonville, FL 32216

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 7. MODIFICATION.

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

SECTION 8. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other

VENDOR issued invoice or the like, the terms and conditions of this agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF VENDOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the VENDOR for any project which may fall within the scope of services listed herein.

SECTION 10. JOINT AUTHORSHIP.

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 12. INDEMNIFICATION.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY: **GLORIA RYBINSKI**
COUNTY RECORDS CUSTODIAN
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA
(863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

B. VENDOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the VENDOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the VENDOR'S possession or keep and maintain the public records as required by the COUNTY. If the VENDOR transfers all public records to the COUNTY upon completion of this contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the VENDOR 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 VENDOR 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 VENDOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the VENDOR 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 VENDOR'S breach of this provision, any and all such costs shall be paid by the VENDOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 16. SOVEREIGN IMMUNITY.

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

SECTION 17. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. Termination for Convenience by the Buyer with 30-day notice will result in fees for actual costs incurred plus overhead and profit of 20%. Once production commences, full amount of building portion of contract is due and payable. Termination for default would be subject to all remedies available under applicable Florida law.

SECTION 18. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The VENDOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the VENDOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 19. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

VENDOR

_____ 10/23/24

Print: BRANDON HURD

Title: MANAGER

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor, 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

Fabricon Modular - *a BHRS Company*
6000 Philips Hwy.
Suite 4
Jacksonville, FL 32216

Your Fabricon Representative:
Matt Pagan

Phone: (800) 541-6584 x 702
Email:
matt@fabriconmodular.com

Quotation Number: 241954
Revision: 5
Date: 07/16/2024

Sale Quotation (New Equipment)

Buyer: 00-Prepaid
Highlands County
600 S. Commerce Ave.
Sebring, FL 33870

Contact:
Tiffany Gunn
600 S. Commerce Ave.
Sebring, FL 33870

Phone: (863) 402-6518
Email: tgunn@highlandsfl.gov

Delivery Address:
12700 Arbuckle Creek Rd.
Sebring, FL 33870

Delivery Date (on or about):
10/25/2024

Description and Pricing		Qty	Unit Price	Extended Total
Section Modular	48' x 60' (SM4860)	1	$307,964.00	$307,964.00
Procurement and Contracting Requirements	(PAEC / FL Buy 22-172)	1	$0.00	$0.00
Delivery - 12' Wide		2	$1,112.00	$2,224.00
Delivery - 14' Wide		2	$1,555.00	$3,110.00
Delivery - Fuel Surcharge		1	$941.00	$941.00
Permit Drawings, Foundation Plan		1	$1,990.00	$1,990.00
Block, Level - Standard Quad		1	$24,975.00	$24,975.00
Installation - Custom	Concrete Footers Allowance	1	$21,800.00	$21,800.00
Anchor - Dirt		56	$44.00	$2,464.00
Skirting - Metal (M)		216	$20.00	$4,320.00
Skirting - Metal (L)		216	$26.00	$5,616.00
Permit Drawings, Stair/Ramp Plan		1	$1,625.00	$1,625.00
New Concrete 30' Straight Ramp		1	$17,475.00	$17,475.00
ADA/IBC Concrete Stairs		2	$1,900.00	$3,800.00
Delivery - Access Ways	Precast Concrete	1	$1,160.00	$1,160.00
Installation - Access Ways	Precast Concrete	1	$2,930.00	$2,930.00
General Requirements		1	$14,988.00	$14,988.00

***Total Purchase Price Including Delivery & Installation (if applicable): $417,382.00**

Comments:
New non-stock model SM4860 equipment quoted per Building Specifications (5 pages), Scope of Work (3 pages), Quotation Clarifications (2 pages), quote 241954-5 dated 7/16/24 herein by reference.

PAEC / FL Buy State Cooperative Purchasing contract no. 22-172, Modular Buildings

Concrete footers allowance provided pending sealed foundation plan.

Summary of Charges	Qty	Total Charges
Model: SM4860	1	$417,382.00

Optional Additional Services - for your convenience, Fabricon also recommends the following items:

BY INITIALING BELOW, BUYER: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THE AGREEMENT AND ACCEPTS TO PAY THE ADDITIONAL SPECIFIED

BL FABRICON

Exhibit A

AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT(S).

Exhibit A

Quotation Clarifications

*** ALL PRICES EXCLUDE APPLICABLE TAXES.** All Buyers and agreements are subject to credit review. In addition to the stated prices, Buyer shall pay all local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Buyer acknowledges that, upon delivery of the Equipment, any agreements may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc., if necessary, and Buyer will be supplied a copy of the updated information. Pricing excludes all taxes, licenses, permit fees, utility connection charges, site preparation and permitting, all of which shall be at the sole cost of Buyer, unless otherwise expressly agreed by Fabricon Modular, LLC ("Seller") in writing.

Buyer is responsible for locating and marking all underground utilities prior to delivery of the Equipment and compliance with all applicable local, state and federal code requirements unless otherwise expressly agreed by the Seller in writing. Pricing assumes a level site with clear access, and unrestricted access to work areas during normal business hours. Buyer must notify Seller prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Seller of such conditions will result in additional charges, as applicable. Buyer shall maintain Physical Damage & Commercial Liability insurance coverage for the Equipment on the date of delivery of the Equipment. Seller is not responsible for any changes required by code or building inspectors in connection with the Equipment. Pricing is valid for thirty (30) days from the Quotation's date unless Seller signs this Quotation. Due to current market volatility all prices are subject to change until receipt of firm order and all Buyer required sign-offs and/or approvals are provided to Seller.

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller Modular Equipment and Additional Services (as such items and terms are further clarified in Seller's New Equipment Sales Agreement ("Sales Agreement", "Agreement"), to be executed contemporaneously with this quotation. A copy of the form of the Sales Agreement is attached. Seller shall not order any Equipment unless and until both Buyer and Seller sign this quotation and Sales Agreement. The quotation and Sales Agreement are collectively referred to as the Agreement. All such physical items purchased by Buyer for purposes of this sale shall be referred to collectively as the "Equipment."

By its signature below, Buyer hereby acknowledges that it has read and accepts the Agreement. Buyer should print copies of the Agreement for record keeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Exhibit A

Invoicing Options (Select One)	
[ ] **Paperless Invoicing Option** Fabricon Modular prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices. A/P Email: A/P Email Contact Name:	[ ] **Standard Mail Option** Buyer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to: 600 S. Commerce Ave., Sebring FL 33870 Enter a new billing address: _____

Quotation Acceptance	
Buyer: Highlands County	**Seller:** Fabricon Modular, LLC
Signature:	**Signature:**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Date:**
PO#:	

BLL FABRICON

Floor Plan (for Illustrative Purposes Only)

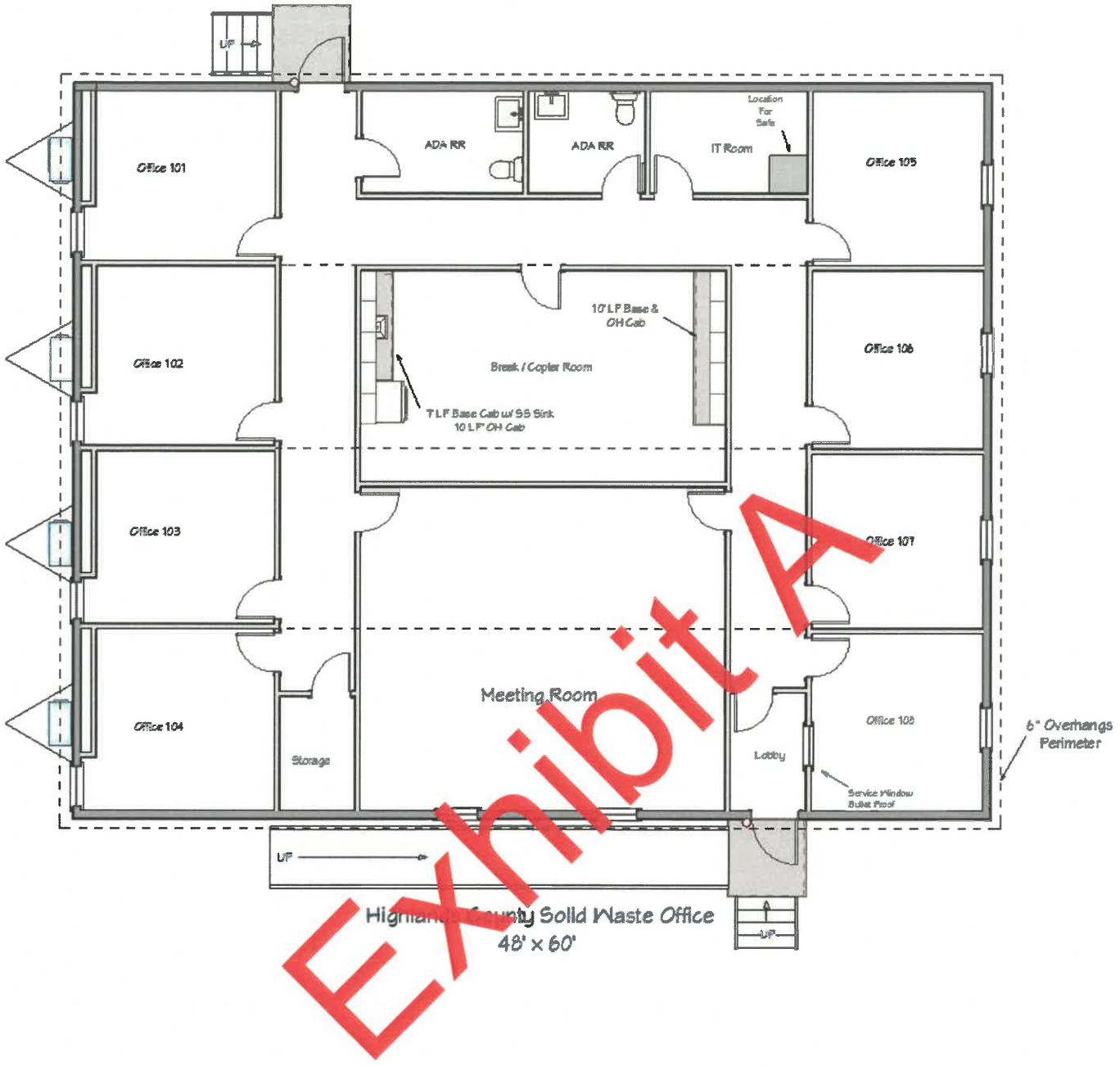


Exhibit A

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Casey Hartt, Tourism Lead Marketing Consultant** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Resolution 24-25-016 establishing the Tourist Development Council's Sports Facility Improvement Grant Program and its policies.**

STATEMENT OF ISSUE

The Highlands County TDC has recognized the significant role sports play in community and economic development; therefore, the TDC is continually seeking to find innovative ways to enhance local sports infrastructure and attract sports tourism-driving events. The Sports Facility Improvement Grant Program was designed to help local sports venues conduct long-term planning and thereafter be able to make improvements to support sports tourism in Highlands County.

The grant program has two phases, the first of which helps the recipient develop a strategic or long-term plan for their facility. The second phase would be the recipient presenting the completed plan and recommendations to the TDC. As part of the presentation, the recipient can request further funding from the TDC for facility enhancements outlined in the presentation.

While the goal of this grant program is to help venues located in Highlands County conduct long-term planning and make improvements to support sports tourism, the program incidentally will help provide improved facilities and equipment for the citizens of Highlands County as well.

RECOMMENDED ACTION

Move to approve Resolution 24-25-016 establishing the Tourist Development Council's Sports Facility Improvement Grant Program and its policies.

FISCAL IMPACT

The approval of the Sports Facility Improvement Grant Program would be a fiscal impact of up to $22,500 per approved applicant, not to exceed the $100,000 total for entire Sports Facility Improvement Grant Program as approved in the FY25 Tourist Development Budget. Costs will come from Fund 152 (Tourist Development Trust).

Attachments: Sports Facility Improvement Grant Program Policies.docx
Resolution for Sports Facility Imp Grant Program.SGS.docx

Visit Sebring/Highlands County TDC
Sports Facility Improvement Grant Program

Guidelines

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners established pursuant to Florida Statutes, Section 125.0104. The TDC is charged with overseeing the funds generated through the Highlands County Tourist Development Tax.

Approved by TDC on October 31, 2024.
Approved by the Highlands County Board of County Commissioners (BOCC) on _____, through Resolution No.: _____

Since 2020, the Highlands County TDC has been committed to fostering sports and recreational activities within Highlands County. Recognizing the significant role sports play in community and economic development, the TDC continually seeks innovative ways to enhance local sports infrastructure and attract sports tourism-driving events. While the goal is to help venues located in Highlands County conduct long-term planning and make improvements to support sports tourism, the program incidentally will help provide improved facilities and equipment for the citizens of Highlands County.

About the Sports Facility Improvement Grant Program

The Sports Facility Improvement Grant Program is a part of the TDC's mission to enhance local sports facilities and support the development of sports infrastructure to increase tourism and community engagement.

The primary objective of this program is to assist in the development and improvement of existing sports facilities within Highlands County. The grant supports projects that enhance the capacity to host sporting events, thereby increasing the potential for economic impact within Highlands County through sports tourism.

The grant aims to provide financial assistance to organizations seeking to: 1) develop a strategic or long-term plan for their facility, and 2) improve or expand their sports facilities specifically to enable the hosting of more sports tourism events.

By providing financial assistance, the TDC can enhance local sports facilities, attract new sports tourism events, expand established sports tourism events and further promote Highlands County as a sporting destination, which stimulates economic activity in Highlands County.

Grants are awarded based on a comprehensive evaluation of the Huddle Up Group's facility assessment, each facility's needs, the capacity to attract events that drive tourism and economic activity, and the potential impact on the community. By offering these grants, the TDC will not only improve the physical infrastructure, but also promote community engagement and support for the local economy.

Eligible applicants & grant process

Eligible applicants include non-profit organizations, for profit organizations, municipalities and/or other entities that manage sports facilities located in Highlands County.

Eligible facilities are those that could, with the appropriate enhancements, become "tournament friendly" or an "anchor facility" pursuant to the Highlands County Venue Inventory & Analysis included in Huddle Up Group's Sports Tourism Facility Audit (2023) for Highlands County. Eligible facilities must also demonstrate a current tourism market for sport tourism events, which includes currently hosting at least one tourism-driving event in the past three years.

Eligible projects must first develop a strategic or long-term plan for the facility that includes tourism goals and objectives. The plan must demonstrate a clear benefit to the tourism community, such as the ability to attract new sports tourism events, increase participation in current sport tourism events or improve the overall quality of the facility for visitors to Highlands County.

The sports tourism facility grant process consists of two parts:

1) Strategic Plan Development - Applicants must first apply for and be granted TDC matching funds to develop a strategic or long-term plan for the existing sports facility. The grant will provide a seventy-five percent (75%), up to $22,500.00, reimbursable match for completion of the facility strategic plan.

   The applicant/recipient shall execute an agreement in the form acceptable to the County Attorney. Final grant approval shall be subject to recommendation by the TDC and final approval of the agreement by the BOCC. Upon approval, the planning phase can begin.

   TDC matching funds will be reimbursed to the applicant after the facility's strategic plan has been presented to and accepted by the TDC. Proof of payment must be submitted to TDC staff prior to reimbursement.

2) Facility Enhancements for Sports Tourism - After the planning phase is completed, the applicant must present the completed plan and recommendations to the TDC. The presentation must include study findings and recommendations regarding proposed facility improvements for attracting new sports tourism events and the economic impact of those events. The presentation must also include a facility management plan, marketing plan and proposed schedule for renovations along with a proposed budget. As part of the presentation, the applicant may request funding from the TDC for the facility enhancements.

   If funding is approved, the applicant/recipient shall execute an agreement in the form acceptable to the County Attorney. Final grant approval shall be subject to recommendation by the TDC and approval of the agreement by the BOCC

   Program Goal: Targeted sports tourism events must take place in Highlands County's tourism need months of April-December.

RESOLUTION NO. 24-25-016

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE VISIT SEBRING/HIGHLANDS COUNTY TOURIST DEVELOPMENT COUNCIL SPORTS FACILITY IMPROVEMENT GRANT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ESTABLISHMENT OF THE SPORTS FACILITY IMPROVEMENT GRANT PROGRAM; 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 125.0104, the Florida Local Option Tourist Development Act, permits a County to levy tourist development taxes in a manner prescribed therein; and

WHEREAS, on February 14, 1995, Highlands County adopted Ordinance No.: 95-4, establishing the Highlands County Tourist Development Council (TDC), as prescribed by Florida Statutes, Section 125.0104(4)(e), to make recommendations to the Board of County Commissioners with respect to programs and opportunities which are in line with the statutory requirements for the use of the tourist development taxes levied by Highlands County; and

WHEREAS, the TDC is committed to fostering sports and recreational activities in Highlands County, continually seeking innovative ways to enhance local sports infrastructure to attract sports tourism events in Highlands County; and

WHEREAS, the TDC approved the Sports Facility Improvement Grant Program on October 31, 2024, recommending that the Board of County Commissioners formally establish the same; and

WHEREAS, the County has approved various grant programs and opportunities, as recommended by the TDC, in an effort to attract visitors to Highlands County; and

WHEREAS, the County has determined that it is in the best interest of the citizens of and visitors to Highlands County to establish the Sports Facility Improvement Grant Program to be administered in accordance herewith.

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. Establishment of the Sports Facility Improvement Grant Program. Highlands County hereby establishes the TDC Sports Facility Improvement Grant Program attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the TDC Sports Facility Improvement Grant Program, 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, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution and all prior adopted Equal Employment Opportunity Plans 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 ___ day of November, 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"

TDC Sports Facility Improvement Grant Program

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Mitch Thomas, Assistant Engineer, Stormwater** **Tiffany Gunn, Capital Projects Manager**
SUBJECT/TITLE:	**Request approval of CivilSurv Design Group, Inc., CSA # 1, 20-024, for Civil Engineered Plans for the Spring Lake Fire Station # 23 project 21104.**

STATEMENT OF ISSUE

CivilSurv Design Group, Inc., was selected from the "Library of Consultants" to provide civil engineered plans for the Spring Lake Fire Station #23, project 21104. Plans will include Demolition Plan, Overall Site Plan, Paving, Grading and Drainage Plan, Utility Plan and Stormwater Pollution Prevention Plan along with 100% construction documents. CivilSurv will remain active throughout completion of the project providing permitting services, bid phase services and Engineering services.

RECOMMENDED ACTION

Move to approve CivilSurv Design Group, Inc., CSA # 1, 20-024, for Civil Engineered Plans for the Spring Lake Fire Station # 23, project 21104.

FISCAL IMPACT

The fiscal impact is $92,225.00 which is currently budgeted in Fund 355 (HCFPIRN LTD Capital Expense - Fire Loan), cost center 2685, account 56200Z (Project Buildings), Project 21104 (Spring Lake Fire Station 23).

Attachments: CivilSurv CSA for agenda.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following	
☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**#1**

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and **CivilSurv Design Group, Inc.,** (CONSULTANT) identified by the Master Contract Dated March 16, 2021. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$92,225.00

Budget Account Number: Fund or cost enter/account/project #, if applicable.
2685 56200Z 21104

RFP# 20-024 Category 2 Engineering

Master Contract Date:
March 16, 2021

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☐ **Exhibit C** – Sub-Consultants N/A
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Mitchell D. Thomas, P.E. Assistant County Engineer	**Print Name: J.D. Langford, P.E. County Engineer**
X Mitchell D Thomas Oct 15, 2024	X J D Langford Oct 15, 2024
1. Project Manager Signature Date	**2. Director or Designee Signature Date**

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Craig R. Fuller, P.E.	**Print Name: Mark Frederick, P.E.**
X Craig Fuller Oct 15, 2024 Craig Fuller (Oct 15, 2024 10:21 EDT)	**Consultant Project Manager Email & Telephone#:** **mfrederick@civilsurv.com (863) 646 – 4771 x 214**
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee

Print Name: Lori K. DeLoach, Purchasing Manager

X Lori K DeLoach Oct 15, 2024

4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee

Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)

X Chantel Strahan Oct 15, 2024
Chantel Strahan (Oct 15, 2024 11:08 EDT)

5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair (over $50,000)**
Print Name: Laurie A. Hurner, County Administrator	**Print Name: Kevin Roberts, Chair**
X To be executed by chair	X
6. County Administrator or Designee Signature Date	**7. Board Chair or Designee Signature Date**

Exhibit "A"
Scope of Work

Project: **Spring Lake Fire Station #23 Project # 21104**
Address: **7301 Haywood Taylor Blvd, Sebring, FL 33876. Strap# C-07-35-30-A00-0040-0000**

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

TASK 1. Kickoff Meeting

CONSULTANT will attend a kickoff meeting, via remote conference, with the COUNTY for the Project.

Deliverables

The deliverables for this subtask include the following, submitted in electronic format (PDF):

• Kickoff Meeting Summary

TASK 2: 60% Construction Documents

Upon receipt of the proposed building footprint and schematic site configuration from the COUNTY, the CONSULTANT will prepare construction plans for the Project. Construction plans will be delivered to the COUNTY at the 60% completion stage for review and comment. The 60% construction plans will include the following sheets: Cover Sheet; General Notes; Summary of Quantities; Demolition Plan; Overall Site Plan; Site Plan; Paving, Grading & Drainage Plan; Utility Plan; Stormwater Pollution Prevention Plan (SWPPP); and Construction Details. Construction plans will be prepared using CONSULTANT's standard 24-inch by 36-inch title block. Construction plans will reference the Florida Department of Transportation standard specifications as the governing specifications for the site civil improvements. Potable water system improvements will reference the City of Sebring standard specifications. Supplemental specifications and details, if required, will be included in the construction plans.

Deliverables

The deliverables for this task include the following, submitted in electronic format (PDF):

• 60% Construction Plans

TASK 3: 90% Construction Documents

CONSULTANT will meet with the COUNTY via remote conference to discuss the COUNTY's comments from the 60% Construction Documents review. CONSULTANT will prepare the 90% construction plans based on the progression of the design and incorporating the COUNTY's 60% Construction Documents review comments.

The 90% Construction Documents will include a Stormwater Management Report to support the permit application described in the Permitting task.

Deliverables

The deliverables for this task include the following, submitted in electronic format (PDF):

• 90% Construction Plans
• Stormwater Management Report (Draft)
• Response to COUNTY's 60% Review Comments

TASK 4: 100% Construction Documents

CONSULTANT will meet with the COUNTY via remote conference to discuss the COUNTY's comments from the 90% Construction Documents review. CONSULTANT will prepare the 100% construction plans based on the progression of the design and incorporating the COUNTY's 90% Construction Documents review comments.

Deliverables

The deliverables for this task include the following, submitted in electronic format (PDF):
• 100% Construction Plans
• Stormwater Management Report (Final)
• Response to COUNTY's 90% Review Comments

TASK 5: Permitting Services

CONSULTANT will use the 100% Construction Plans as part of the permit application documents, unless noted otherwise. CONSULTANT will prepare permit application documents for the permits listed below for the COUNTY's signature as the Applicant. The COUNTY will be responsible for paying all agency review fees directly to the agency. Responses to comments are limited to clarification of previously submitted information and does not include redesign services. The agencies listed below represent those anticipated to be involved. Reviews from additional agencies or for additional permits from the listed agencies are not included and will be performed under a separate agreement, if needed.

South Florida Water Management District – Environmental Resource Permit

CONSULTANT will request a pre-application meeting with the South Florida Water Management District (SFWMD) to discuss the Project and applicable requirements for the subsequent Environmental Resource Permit (ERP) modification application.

CONSULTANT will prepare and submit an ERP modification application to SFWMD.

Highlands County Planning Division – Preliminary Site Plan

CONSULTANT will prepare and submit a Preliminary Site Plan application to the Highlands County Planning Division, as required by Land Development Code (LDC) Section 12.04.104. The Preliminary Site Plan is anticipated to involve the entire Heartland Multi-Purpose Training Complex site as it is currently unified as a single parcel. Detail for the Preliminary Site Plan will be limited to the Project area with other areas identified as future development. Excerpts from the 60% Construction Plans will be used as the Preliminary Site Plan for submittal to the Highlands County Planning Division.

Highlands County Planning Division – Final Site Plan

CONSULTANT will prepare and submit a Final Site Plan application to the Highlands County Planning Division, as required by LDC Section 12.04.106. The 100% Construction Plans will be used as part of the Final Site Plan submittal documents to the Highlands County Planning Division. COUNTY will be responsible for addressing: sign and exterior lighting requirements; dumpster enclosure details and specifications; fencing details and specifications; and landscaping and irrigation requirements and certifications.

City of Sebring – Potable Water Service Connection

CONSULTANT will submit excerpts from the 60% Construction Plans to the City of Sebring for review of the potable water service connection configuration. A formal permit is not anticipated to be required.

Deliverables

The deliverables for this task include the following, submitted in electronic format (PDF):
• SFWMD – ERP Pre-Application Meeting Notes
• SFWMD – ERP Modification Application Package
• Highlands County Planning Division – Preliminary Site Plan Application Package
• Highlands County Planning Division – Final Site Plan Application Package
• City of Sebring – Potable Water Service Connection Details

TASK 6: Bid Phase Services

Following completion of the permitting services task described in TASK 5, CONSULTANT will prepare the Issued for Bid set of construction plans. CONSULTANT will attend one pre-bid meeting, including a pre-bid site visit, if required. CONSULTANT will prepare responses to bidder questions related to the site civil engineering elements of the Project to be included with bid addenda. Bid addenda will be issued to the bidders by the COUNTY.

Deliverables

The deliverables for this task include the following, submitted in electronic format (PDF):

• Issued for Bid Construction Plans
• Responses to Bidder Questions, if required

TASK 7: Engineering During Construction

CONSULTANT will provide three sets of conformed construction drawings to scale for distribution to the COUNTY and the Construction Contractor. Additionally, CONSULTANT will also submit one electronically signed and sealed set of all conformed drawings. The conformed construction drawings will incorporate all changes and clarifications to the documents during the bid and pre-award phases.

CONSULTANT will review and approve the preliminary schedule of shop drawings and submittals and the preliminary schedule of values for the site civil components of the Project. CONSULTANT will provide written interpretations and clarifications of the Contract Documents as requested by the Construction Contractor. CONSULTANT will render in writing their opinions concerning the Construction Contractor's requests for formal decisions on claims and disputes. CONSULTANT will disapprove or reject work which is defective and/or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

CONSULTANT will review Construction Contractor's shop drawings and other submittals for general conformance with the Contract Documents.

CONSULTANT's Engineer of Record, or designated representative, will visit the site at intervals deemed appropriate by CONSULTANT to review the construction of the Project for general conformance with Contract Documents. At a minimum, the CONSULTANT will conduct 3 site visits during the construction of the Project.

Upon written notification and receipt of a list of items to be completed/corrected from the Construction Contractor, CONSULTANT will visit the site to determine if the work or a designated portion thereof is substantially complete. For this task, CONSULTANT assumes one (1) substantial completion site visit will be required. When the work (or a portion thereof) is deemed to be substantially complete, CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Upon written notification from the Construction Contractor that the entire work is complete, the CONSULTANT will visit the site to determine if the work is complete as required by the contract documents. For this task, CONSULTANT assumes one (1) final completion site visit will be required. When the work is deemed to be complete by CONSULTANT and the COUNTY, CONSULTANT will review the Construction Contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the COUNTY. CONSULTANT will also give written notice to the COUNTY and the Construction Contractor that the work is acceptable subject to the provisions of the General Conditions of the construction contract.

The Consultant shall prepare and submit an "As-Built Certification and Request for Conversion to Operation Phase" to SFWMD at the completion of the project and following review of the signed and sealed as-built survey and other close-out documentation to be provided by the

Construction Contractor.

PERIOD OF SERVICES:

Upon receipt of a Notice to Proceed (NTP) Letter, Purchase Order and duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Each of the following items will be completed based on the number of calendar days after the NTP date listed in the NTP Letter.

TASK	DESCRIPTION	CALENDAR DAYS
1	Kickoff Meeting	10
2	60% Construction Documents	56
3	90% Construction Documents	90
4	100% Construction Documents	112
5	Permitting Services	172
6	Bid Phase Services*	262
7	Engineering During Construction*	711

For a total of 711 calendar days. Tasks may be performed simultaneously.

*Additional days may be included by Amendment to allow for County solicitation and approval processes.

COUNTY Responsibilities:

Boundary & Topographic Survey Services – COUNTY will provide a signed and sealed boundary and topographic survey for the Project. The topographic survey will be referenced to the North American Vertical Datum of 1988 (NAVD88). CONSULTANT will rely on the survey information provided by COUNTY as the existing conditions for the Project. Supplemental surveying information, potentially including Subsurface Utility Engineering (SUE), easements, and bathymetry to establish the existing stormwater pond volume, will also be provided by COUNTY, if needed.

Geotechnical Services – COUNTY will provide a signed and sealed geotechnical exploration report for the Project. The geotechnical exploration report will include recommendations for the design parking lot pavement section as well as the concrete driveway pavement section. The geotechnical exploration report will also include a determination of the seasonal high ground water table depth and soil types in the areas to be considered for the onsite sewage treatment and disposal system (OSTDS).

Ecological Services – The Project is anticipated to involve the reconfiguration of an existing ditch and connection to an existing stormwater management area. The COUNTY will conduct an ecological evaluation of the Project area to delineate wetlands and surface waters, if any. The COUNTY will also perform all studies, surveys, and evaluations of the property for protected species.

Landscape & Irrigation – Design for landscape buffers, if required, will be provided by the COUNTY. The CONSULTANT will specify all unpaved Project areas to be sodded with Bahia sod. Irrigation design will be provided by the COUNTY.

Lighting – Parking lot lighting design will be provided by the COUNTY.

Offsite Roadway & Trail Improvements – Roadway widening of Haywood Taylor Boulevard from the Heartland Multi-Purpose Training Complex entrance to Carroll Shelby Road. Design for the roadway widening is anticipated to be completed by the COUNTY and is not included in the CONSULTANT's scope of services. COUNTY will provide CAD files for the proposed widening to the CONSULTANT for the CONSULTANT's use in designing the proposed driveway connections to the widened roadway.

An extension of the existing asphalt paved trail within the Haywood Taylor Boulevard right of way to the intersection with Carroll Shelby Road will be design and constructed by the COUNTY. This will be reflected on the CONSULTANT's plans as existing conditions.

Offsite Utility Improvements – The Project will be served by the City of Sebring for Potable Water. An existing potable water main is located within the Haywood Taylor Boulevard right of way. Design for the connection to the existing potable water main to serve the Project, located along the Haywood Taylor Boulevard frontage of the Project, is included in the CONSULTANT's scope of services. However, design for the relocation of the potable water main, is not anticipated and is not included.

The Project is located within the City of Sebring service area for wastewater but is located more than 0.25-mile from a point of connection to the public wastewater collection system. Therefore, the COUNTY plans to construct an On-site Treatment and Disposal System (OSTDS) to serve the Project. The approximate location for the OSTDS will be shown on the Construction Plans as to be designed by others. The COUNTY will coordinate the design and permitting of the OSTDS.

Permitting Fees – The COUNTY will be responsible for paying all agency review fees directly to the agency**.**

.

Exhibit "B"
Compensation

Spring Lake Fire Station #23 Project # 21104		
TASK	**DESCRIPTION**	**FEE**
1	Kickoff Meeting	$1,090.00
2	60% Construction Documents	$18,545.00
3	90% Construction Documents	$18,885.00
4	100% Construction Documents	$11,495.00
5	Permitting Services	$12,890.00
6	Bid Phase Services	$7,580.00
7	Engineering During Construction	$16,740.00
Time And Materials Fee Not-to-Exceed		**$88,835.00**
Not-to-Exceed Reimbursable Expenses		**$5,000.00**
Total		**$92,225.00**

Payments are to be made monthly based on the percentage completed of each task.

Reimbursable expenses are to be submitted, in writing to COUNTY's project manager, for approval prior to CONSULTANT incurring the expense.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2024

PRESENTER: **Maria Granado, Housing Program Manager**

SUBJECT/TITLE: **Request approval of a Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.**

STATEMENT OF ISSUE

Highlands County holds a right of reversion on the Mason's Ridge property that remains unsold. Highlands County has subordinated its right of reversion to the original mortgage and modifications thereof between Highlands County Habitat for Humanity, Inc. and Heartland National Bank. Highlands County Habitat for Humanity, Inc. and Heartland National Bank are requesting Highlands County to subordinate its right of reversion to the most recent Modification of Mortgage as well.

RECOMMENDED ACTION

Move to approve the Subordination of Right of Reversion subordinating the County's retained right of reversion to the Modification of Mortgage dated July 23, 2009, recorded in O.R. Book 2200, Page 438 of the Public Records of Highlands County, Florida, and the Mortgage and Modifications of Mortgage recited therein.

FISCAL IMPACT

No fiscal impact.

Attachments: 20241016120800798.pdf

Prepared by and Return to:
E. Mark Breed III
E. Mark Breed III, P.A.
325 North Commerce Ave
Sebring, Fl 33870

SUBORDINATION OF RIGHT OF REVERSION

WHEREAS, by that certain deed dated July 23, 2009, as recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida, the property described therein was conveyed by HEARTLAND COMMUNITY LAND TRUST, INC., a Florida not-for-profit corporation, ("TRUST") to HIGHLANDS COUNTY HABITAT FOR HUMANITY, INC., a Florida not-for-profit corporation, ("HABITAT"), whose address is 459 South Commerce Ave., Sebring, Florida 33870, subject to a right of reversion retained by TRUST; and

WHEREAS, HABITAT, has entered into a Construction Loan Agreement dated August 24, 2010, (the "Construction Loan Agreement") with HEARTLAND NATIONAL BANK, a national banking corporation, ("BANK"), whose address is 320 U.S. Highway 27 North, Sebring, Florida 33870, for a construction loan in the amount not to exceed the principal sum of $750,000.00 (the "Construction Loan") to fund Phases I and II of the Mason's Ridge project, secured by a Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, of the Public Records of Highlands County, Florida, as modified by Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, and as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, of the Public Records of Highlands County, Florida, and as further modified by Modification of Mortgage dated August 24,2022, recorded at O.R. Book 2937, Page 1623, of the Public Records of Highlands County, Florida; and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book _____, Page _____, of the Public Records of Highlands County, Florida; and

WHEREAS, TRUST, by Quit Claim Deed dated January 21, 2011, recorded in O.R. Book 2269, Page 1155, of the Public Records of Highlands County Florida, transferred to BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, ("COUNTY"), whose address is 600 South Commerce Ave., Sebring, Florida 33870, all right, title, and interest, in and to the real property described therein, including, but not limited to, all rights of reversion retained by TRUST, in the Warranty Deed recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, by Partial Release of Reversionary Interest dated June 21, 2011, recorded in O.R. Book 2287, Page 672, of the Public Records of Highlands County, Florida, COUNTY released and terminated sub-paragraphs b., c., d., e., and f. of the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, by Partial Release of Reversionary Interest dated February 14, 2012, recorded in O.R. Book 2314, Page 1774, of the Public Records of Highlands County, Florida, COUNTY released and terminated sub-paragraph a. of the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, HABITAT, has requested that COUNTY subordinate the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book

2200, Page 438, to the Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, as modified by the Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, and as further modified by Modification of Mortgage dated August 24, 2022, recorded at O.R. Book 2937, Page 1623, all of the Public Records of Highlands County, Florida. and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book ____, Page ____, all of the Public Records of Highlands County, Florida.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY hereby subordinates the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, to the Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, as modified by the Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, and as further modified by Modification of Mortgage dated August 24, 2022, recorded at O.R. Book 2937, Page 1623, all of the Public Records of Highlands County, Florida, and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book ____, Page ____, all of the Public Records of Highlands County, Florida.

IN WITNESS WHEREOF, BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, has set its hand and seal this _____ day of _____, 2024.

HIGHLANDS COUNTY, a political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

Witness: _____
Print Name: _____
Address: _____

By: _____
Kevin Roberts, Chairperson

Witness: _____
Print Name: _____
Address: _____

(Official Seal)

Witness: _____
Print Name: _____
Address: _____

ATTEST:

By: _____
Jerome Kaszubowski, Clerk of Court

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing Subordination of Right of Reversion was acknowledged before me by means of [X] physical presence or [_] online notarization, this _____ day of _____, 2024, by Kevin Roberts and Jerome Kaszubowski as Chairman and Clerk of the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, who [ ] are personally known to me [ ] or have produced _____ as identification.

_____
Printed Name:_____
Notary Public, State of Florida
My Commission Expires:_____

(Affix Notarial Seal)

G:\COUNTY\HOUSING DEPT\Habitat for Humanity\Mason's Ridge\Subordination of Right of Reversion 081318.docx
Jo:Habitat\HNB Modification- Subordination of Right of Reversion

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request approval of the Highlands County Health Department (CHD) Core Contract for fiscal year (FY) 2024/2025 between Highlands County and the State of Florida.**

STATEMENT OF ISSUE

The Core Contract is mandated by Florida Statute, Chapter 154. Annual approval of the Core Contract between the Highlands Board of County Commissioners and the State of Florida for fiscal year 2024-2025 is requested.

RECOMMENDED ACTION

Move to approve the Highlands County Health Department (CHD) Core Contract for fiscal year (FY) 2024/2025 between Highlands County and the State of Florida.

FISCAL IMPACT

The fiscal impact is the funding amount of $256,535 in Fund 005 (General) which is included in the Adopted Budget for FY 2024-2025.

Attachments: Core Contract 2024-2025.Attatchment IV revised.pdf

CONTRACT BETWEEN
HIGHLANDS COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
HIGHLANDS COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2024-2025

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Highlands County ("County"), through their undersigned authorities, effective October 1, 2024. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Highlands County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2024, through September 30, 2025, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Examples of environmental health

services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 3,972,389 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash, or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $256,535.00 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Highlands County Health Department
7205 S. George Blvd.
Sebring, FL 33875

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and

iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Highlands County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and

ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

i. March 1, 2025, for the reporting period of October 1, 2024, through December 31, 2024; and

ii. June 1, 2025, for the reporting period of October 1, 2024, through March 31, 2025; and

iii. September 1, 2025, for the reporting period of October 1, 2024 through June 30, 2025; and

iv. December 1, 2025, for the reporting period of October 1, 2024 through September 30, 2025.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Angela M. Robles	Laurie Hurner
Name	Name
Administrative Services Director I	County Administrator
Title	Title
7205 S. George Blvd.	600 South Commerce Ave
Sebring FL 33875	Sebring FL 33870
Address	Address
Angela.Robles2@flhealth.gov	LHurner@Highlandsfl.gov
Email Address	Email Address
(863) 382-7228	(863) 402-6517
Telephone	Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 21 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (two pages), Attachment IV (one pages), and Attachment V (one pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2024.

BOARD OF COUNTY COMMISSIONERS FOR HIGHLANDS COUNTY	**STATE OF FLORIDA DEPARTMENT OF HEALTH**
SIGNED BY: _____	**SIGNED BY:** _____
NAME: Kevin Roberts	**NAME:** Joseph A. Ladapo, M.D., Ph.D.
TITLE: Chairman	**TITLE:** State Surgeon General
DATE: _____	**DATE:** _____
ATTESTED TO:	
SIGNED BY: _____	**SIGNED BY:** Jennifer Hood
NAME: _____	**NAME:** Jennifer Hood
TITLE: _____	**TITLE:** Interim CHD Director or Administrator
DATE: _____	**DATE:** 9/5/2024

ATTACHMENT I

HIGHLANDS COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/24	0	831298	831298
2.	Drawdown for Contract Year October 1, 2024 to September 30, 2025	0	-562019	-562019
3.	Special Capital Project use for Contract Year October 1, 2024 to September 30, 2025	0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2024 to September 30, 2025	0	269279	269279

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	CHD - TB COMMUNITY PROGRAM	24,630	0	24,630	0	24,630
015040	DENTAL SPECIAL INITIATIVE PROJECTS	6,303	0	6,303	0	6,303
015040	EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,035	0	79,035	0	79,035
015040	FAMILY PLANNING GENERAL REVENUE	48,910	0	48,910	0	48,910
015040	MIGRANT LABOR CAMP SANITATION	60,447	0	60,447	0	60,447
015040	PRIMARY CARE PROGRAM	274,065	0	274,065	0	274,065
015040	RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	167,000	0	167,000	0	167,000
015040	SCHOOL HEALTH SERVICES	94,886	0	94,886	0	94,886
015040	SWIMMING LESSONS VOUCHER PROGRAM	7,000	0	7,000	0	7,000
015050	CHD GENERAL REVENUE NON-CATEGORICAL	1,645,819	0	1,645,819	0	1,645,819
GENERAL REVENUE TOTAL		2,408,095	0	2,408,095	0	2,408,095
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	4,053	0	4,053	0	4,053
NON GENERAL REVENUE TOTAL		4,053	0	4,053	0	4,053
3. FEDERAL FUNDS - STATE						
007000	WIC BREASTFEEDING PEER COUNSELING PROG	99,605	0	99,605	0	99,605
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000	ELC COVID HAI/AR	129,000	0	129,000	0	129,000
007000	ELCCOVID NURSING HOME & LTC FACILITY STRIKE TEAM	1,000	0	1,000	0	1,000
007000	FAMILY PLANNING TITLE X - GRANT	48,607	0	48,607	0	48,607
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	117,387	0	117,387	0	117,387
007000	IMMUNIZATION ACTION PLAN	12,527	0	12,527	0	12,527
007000	MCH SPECIAL PROJCT DENTAL	12,223	0	12,223	0	12,223
007000	MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	12,223	0	12,223	0	12,223
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	89,766	0	89,766	0	89,766
007000	BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	77,658	0	77,658	0	77,658
007000	WIC PROGRAM ADMINISTRATION	644,344	0	644,344	0	644,344
015075	SCHOOL HEALTH SERVICES	270,742	0	270,742	0	270,742
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	9,225	0	9,225	0	9,225
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	53,000	0	53,000	0	53,000
FEDERAL FUNDS TOTAL		1,612,307	0	1,612,307	0	1,612,307
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	134,913	0	134,913	0	134,913
001092	ON SITE SEWAGE DISPOSAL PERMIT FEES	200,415	0	200,415	0	200,415
001092	CHD STATEWIDE ENVIRONMENTAL FEES	1,647	0	1,647	0	1,647
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	17,729	0	17,729	0	17,729
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	1,479	0	1,479	0	1,479
001206	SEPTIC TANK RESEARCH SURCHARGE	2,475	0	2,475	0	2,475
001206	SEPTIC TANK VARIANCE FEES 50%	150	0	150	0	150
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	2,650	0	2,650	0	2,650
001206	DRINKING WATER PROGRAM OPERATIONS	1,472	0	1,472	0	1,472

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 REGULATION OF BODY PIERCING SALONS	465	0	465	0	465
001206 TANNING FACILITIES	193	0	193	0	193
001206 ONSITE SEWAGE TRAINING CENTER	2,500	0	2,500	0	2,500
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	762	0	762	0	762
001206 MOBILE HOME & RV PARK FEES	3,630	0	3,630	0	3,630
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	370,480	0	370,480	0	370,480
5. OTHER CASH CONTRIBUTIONS - STATE:					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	41,900	0	41,900	0	41,900
031005 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	2,916	0	2,916	0	2,916
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	44,816	0	44,816	0	44,816
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	45,316	45,316	0	45,316
001057 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	1,000	1,000	0	1,000
001147 CHD CLINIC FEES	0	1,100	1,100	0	1,100
001148 CHD CLINIC FEES	0	70,769	70,769	0	70,769
001148 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2,000	2,000	0	2,000
MEDICAID TOTAL	0	120,185	120,185	0	120,185
7. ALLOCABLE REVENUE - STATE:					
038000 CHD CLINIC FEES	1	0	1	0	1
ALLOCABLE REVENUE TOTAL	1	0	1	0	1
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	111,691	111,691
PHARMACY DRUG PROGRAM	0	0	0	3,110	3,110
WIC PROGRAM	0	0	0	2,471,647	2,471,647
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	11,929	11,929
IMMUNIZATIONS	0	0	0	154,281	154,281
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	2,752,658	2,752,658
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	321,535	321,535	0	321,535
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	321,535	321,535	0	321,535
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	100	100	0	100
001077 CHD CLINIC FEES	0	248,375	248,375	0	248,375
001077 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	100	100	0	100
001094 CHD LOCAL ENVIRONMENTAL FEES	0	185,022	185,022	0	185,022
001110 VITAL STATISTICS CERTIFIED RECORDS	0	90,166	90,166	0	90,166
FEES AUTHORIZED BY COUNTY TOTAL	0	523,763	523,763	0	523,763
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001029	CHD CLINIC FEES	0	40,210	40,210	0	40,210
001029	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	13,000	13,000	0	13,000
001054	CHD CLINIC FEES	0	250	250	0	250
001090	CHD CLINIC FEES	0	7,450	7,450	0	7,450
001090	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2,000	2,000	0	2,000
008050	SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	223,720	223,720	0	223,720
010300	STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	2,300	2,300	0	2,300
010300	MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	16,403	16,403	0	16,403
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	562,019	562,019	0	562,019
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	867,352	867,352	0	867,352
12. ALLOCABLE REVENUE - COUNTY						
038000	CHD CLINIC FEES	0	1	1	0	1
COUNTY ALLOCABLE REVENUE TOTAL		0	1	1	0	1
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL		0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		4,439,752	1,832,836	6,272,588	2,752,658	9,025,246

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2024 to September 30, 2025

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th (Whole dollars only)	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	2.19	799	1,178	76,295	65,400	76,295	66,482	197,492	86,980	284,472
SEXUALLY TRANS. DIS. (102)	2.36	473	741	59,620	51,106	59,620	51,949	180,953	41,342	222,295
HIV/AIDS PREVENTION (03A1)	0.00	0	0	134	115	134	117	471	29	500
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	54	47	54	48	188	15	203
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.86	175	254	24,889	21,335	24,889	21,688	83,863	8,938	92,801
COMM. DIS. SURV. (106)	3.77	0	1,948	115,612	99,102	115,612	100,739	431,065	0	431,065
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.14	0	9	39,647	33,985	39,647	34,546	147,825	0	147,825
REFUGEE HEALTH (118)	1.23	295	733	44,640	38,265	44,640	38,899	157,430	9,014	166,444
VITAL RECORDS (180)	1.54	5,432	14,637	35,127	30,111	35,127	30,608	40,807	90,166	130,973
COMMUNICABLE DISEASE SUBTOTAL	13.09	7,174	19,500	396,018	339,466	396,018	345,076	1,240,094	236,484	1,476,578
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	2.28	148	316	40,737	34,920	40,737	35,496	151,890	0	151,890
WIC (21W1)	8.88	3,882	23,787	186,719	160,055	186,719	162,701	696,194	0	696,194
TOBACCO USE INTERVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.14	0	378	26,714	22,899	26,714	23,278	99,605	0	99,605
FAMILY PLANNING (223)	3.93	546	1,043	105,979	90,845	105,979	92,347	310,011	85,139	395,150
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0
COMPREHENSIVE CHILD HEALTH (229)	0.78	432	445	19,258	16,508	19,258	16,780	57,847	13,957	71,804
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	16.28	0	265,286	333,309	285,711	333,309	290,435	872,100	370,664	1,242,764
COMPREHENSIVE ADULT HEALTH (237)	6.34	923	2,193	170,253	145,940	170,253	148,352	274,065	360,733	634,798
COMMUNITY HEALTH DEVELOPMENT (238)	3.41	0	9	72,921	62,508	72,921	63,542	271,892	0	271,892
DENTAL HEALTH (240)	2.37	3,210	3,214	47,345	40,584	47,345	41,256	18,526	158,004	176,530
PRIMARY CARE SUBTOTAL	45.41	9,141	296,671	1,003,235	859,970	1,003,235	874,187	2,752,130	988,497	3,740,627
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.67	211	518	13,677	11,724	13,677	11,917	13,147	37,848	50,995
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.39	38	78	9,509	8,151	9,509	8,285	0	35,454	35,454
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	5.00	1,385	2,433	112,930	96,803	112,930	98,403	200,415	220,651	421,066
Group Total	6.06	1,634	3,029	136,116	116,678	136,116	118,605	213,562	293,953	507,515
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.09	42	32	2,137	1,832	2,137	1,862	7,281	687	7,968
FOOD HYGIENE (348)	0.84	84	295	18,181	15,585	18,181	15,843	13,240	54,550	67,790

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2024 to September 30, 2025

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th	State	County	Grand Total
					(Whole dollars only)					
BODY PIERCING FACILITIES SERVICES (349)	0.01	2	4	278	238	278	242	725	311	1,036
GROUP CARE FACILITY (351)	0.08	24	38	2,168	1,858	2,168	1,889	0	8,083	8,083
MIGRANT LABOR CAMP (352)	2.61	209	1,543	51,627	44,254	51,627	44,986	96,973	95,521	192,494
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.62	89	129	11,440	9,806	11,440	9,967	31,410	11,243	42,653
POOLS/BATHING PLACES (360)	1.96	351	830	39,468	33,832	39,468	34,392	22,500	124,660	147,160
BIOMEDICAL WASTE SERVICES (364)	0.27	83	134	6,702	5,745	6,702	5,841	16,853	8,137	24,990
TANNING FACILITY SERVICES (369)	0.03	6	15	657	563	657	572	1,847	602	2,449
Group Total	6.51	890	3,020	132,658	113,713	132,658	115,594	190,829	303,794	494,623
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.05	0	124	1,421	1,218	1,421	1,238	0	5,298	5,298
INJURY PREVENTION (346)	0.00	0	0	1,877	1,609	1,877	1,637	7,000	0	7,000
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.05	138	48	1,214	1,041	1,214	1,057	0	4,526	4,526
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	76	66	76	67	0	285	285
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.10	138	172	4,588	3,934	4,588	3,999	7,000	10,109	17,109
ENVIRONMENTAL HEALTH SUBTOTAL	12.67	2,662	6,221	273,362	234,325	273,362	238,198	411,391	607,856	1,019,247
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	9,692	8,308	9,692	8,444	36,136	0	36,136
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	9,692	8,308	9,692	8,444	36,136	0	36,136
TOTAL CONTRACT	71.17	18,977	322,392	1,682,307	1,442,069	1,682,307	1,465,905	4,439,751	1,832,837	6,272,588

ATTACHMENT III

HIGHLANDS COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.

2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

   By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

   This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
   This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

ATTACHMENT III

TRAINING COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.

2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

   By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

   This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
   This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2023 - 2024

Highlands County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
7205 South George Blvd Sebring, Florida 33875	Department of Health in Highlands County Main Site	028:9003	County Core Contract	Highlands County Board of County Commissioners	21,320	66.3
106 N. Main Avenue Lake Placid, Florida 33852	Department of Health in Highlands County CHD Annex - Lake Placid	028:9002	County Core Contract	Highlands County Board of County Commissioners	7,060	0
400 South Lake Avenue Avon Park, Florida 33825	Department of Health in Highlands County CHD Annex - Avon Park	028:9005	County Core Contract	Highlands County Board of County Commissioners	3,350	0.6
501 South Commerce Avenue Sebring Florida 33870	Highlands County Annex - Sebring	028:9006	County Core Contract	Highlands County Board of County Commissioners	586	1

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
HIGHLANDS COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2023-2024*	$ 0	$ 0	$ 0
2024-2025**	$ 0	$ 0	$ 0
2025-2026***	$ 0	$ 0	$ 0
2026-2027***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 0	$ 0

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE:

NEW BUILDING	_____	ROOFING	_____
RENOVATION	_____	PLANNING STUDY	_____
NEW ADDITION	_____	OTHER	_____

SQUARE FOOTAGE: 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : _____

COMPLETION DATE: _____

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 0

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 0

COST PER SQ FOOT: $ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/24

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-015 for Budget Amendment 24-25-008 to provide funding for the Ridge to River Conservation Planning Study.**

STATEMENT OF ISSUE

On October 1, 2024, the Highlands County Board of County Commissioners approved an agreement for a Ridge to River Conservation Planning Study. The plan will have information to acquire, preserve, protect, manage, and restore endangered and environmentally sensitive lands, water resources, and important wildlife habitat as part of Highlands County conservation. The Ridge to River Conservation Planning Study funding is via the Conservation Trust Fund and was motioned for approval via the Natural Resources Advisory Committees to move forward with this project in February 7, 2024.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-015 for Budget Amendment 24-25-008 to provide funding for the Ridge to River Conservation Planning Study.

FISCAL IMPACT

The fiscal impact is an increase to Fund 129 (Conservation Trust) and the overall budget for FY24/25 in the amount of $68,509.00 and being appropriated in cost center 6307 (Natural Resources), account 53100 (Professional Services).

Attachments: 24-25-008 Ridge to River Conservation Planning Study (BA).pdf
24-25-008R Ridge to River Conservation Planning Study (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 16, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/16/2024** SUBMITTED BY: **Dawn Ritter**

FUND(S): **129** FUND TITLE(S): **Conservation Trust** COST CENTER(S) #: **6307**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Conservation Trust**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**129**		**3999100**	**Fund Balance Brought Forward**		**0.00**	**68,509.00**		**68,509.00**
E	**129**	**6307**	**53100**	**Professional Services**		**0.00**	**68,509.00**		**68,509.00**
									0.00
									0.00
									0.00
									0.00

REASON: **The Ridge to River Conservation Planning Study has been approved by NRAC members and Board to get a conservation blue print for Highlands County utilizing the Conservation Trust Fund.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-008**

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. 24-25-015

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-008 TO THE CONSERVATION TRUST 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 Conservation Trust Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-008 is hereby approved and authorized to appropriate Fund Balance Brought Forward for the Ridge to River Conservation Planning Study for FY 24/25. The fiscal impact is a increase in the amount of $68,509.00.

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 7th day of November, 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: November 7, 2024

PRESENTER:	**Casey Hartt, Tourism Lead Marketing Consultant** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Resolution 24-25-017 establishing the Tourist Development Council's Water Experience Development Grant Program and its policies.**

STATEMENT OF ISSUE

The Highlands County TDC has recognized the significant role water-based recreation plays in Highlands County's community and economic development; therefore, the TDC is continually seeking to find innovative ways to enhance water-based recreation for visitors and residents. The Water Experience Development Grant Program is a part of the TDC's mission to enhance local water recreation opportunities and support the development of a temporary or permanent water park/experience to increase tourism and community engagement.

The grant aims to provide financial assistance to organizations seeking to develop a permanent or temporary water park/experience that will attract out-of-county visitors to Highlands County particularly during the summer months of June-August, which is historically a lower season for tourism in Highlands County, and so are months targeted by the TDC to develop more tourism opportunities. By providing reimbursable financial assistance, the TDC can enhance recreational activity and further promote Highlands County as a summer recreation destination, which will help stimulate the Highlands County economy.

RECOMMENDED ACTION

Move to approve Resolution 24-25-017 establishing the Tourist Development Council's Water Experience Development Grant Program and its policies.

FISCAL IMPACT

The approval of the Water Experience Development Grant Program would be a fiscal impact of up to $50,000 as approved in the FY25 Tourist Development Budget. Costs will come from Fund 152 (Tourist Development Trust).

Attachments: Water Experience Development Grant Program Policies.docx
Resolution for Water Experience Development Grant Program.SGS.docx

Visit Sebring/Highlands County TDC
Water Experience Development Grant Funding Program

Guidelines

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners established pursuant to Florida Statutes, Section 125.0104. The TDC is charged with overseeing the funds generated through the Highlands County Tourist Development Tax.

Approved by TDC on October 31, 2024.
Approved by the Highlands County Board of County Commissioners (BOCC) on _____, through Resolution No.: _____

Since 2020, the Highlands County TDC has been committed to fostering sports and recreational activities within Highlands County. Recognizing the significance that water-based recreation plays in Highlands County's community and economic development, the TDC continually seeks innovative ways to enhance water-based recreation for visitors and residents. In the TDC's 2023 Tourism & Recreation Facility Study, there was an overwhelming response for more water-based activities on Highlands County's lakes and waterways.

About the Water Experience Development Grant Program

The Water Experience Development Grant Program is a part of the TDC's mission to enhance local water recreation opportunities and support the development of a temporary or permanent water park/experience to increase tourism and community engagement. Recreation on Highlands County's nearly 100 freshwater lakes have been deemed as one of the top experiential activities for visitors during the off-season months of April-December and particularly our lowest visitation months of June-August.

The primary objective of this program is to assist in the development and/or enhancement of water-based recreation within Highlands County.

The grant aims to provide financial assistance to organizations seeking to develop a permanent or temporary water park/experience that will attract out-of-county visitors to Highlands County particularly during the summer months. By providing reimbursable financial assistance, the TDC can enhance recreational activity and further promote Highlands County as a summer recreation destination, which will help stimulate the Highlands County economy.

If more than one grant request is submitted, the grant will be awarded based on a comprehensive evaluation and scoring matrix of the required materials.

Water Park Development Criteria

For the Water Park Development Grant Program, the development must be staged in Sebring/Highlands County and attract overnight visitors in county. Grant request requirements include:

1. Operate water park for at least the summer months of June-August for three consecutive years.
2. Operator must be able to track water park users by zip code and provide zip code data to the TDC to provide proof of out-of-county visitation.
3. Maximum reimbursable funding: $50,000 (fiscal year 2024-2025). Additional funding may be requested by the applicant for FY 2025-2026 and 2026-2027 in their proposal.
4. Application deadline: January 15, 2025
    - Provide a Letter of Intent: This should outline the proposer's water park concept, key terms of the proposed business, experience and/or qualifications of proposer.
    - Provide Business Plan for where and how the water park will operate (hours of operation, user fees, safety, insurance, permission from any applicable property owner(s), how users will find pertinent information, etc). This should also outline a detailed budget, timeline and how the proposed project will help amplify the TDC's Strategic Plan. (View at VisitSebring.com/About)
    - Provide a detailed Marketing Plan outlining how the water park will be marketed to potential users outside of Highlands County. This must include digital platforms, advertising spends and customer surveys that collect zip codes.

Eligible applicants & grant process

Eligible applicants include non-profit organizations, for profit organizations, municipalities and/or other entities that are interested in owning/managing a water park in Highlands County.

If awarded the grant, the grantee will be reimbursed from the County after the expenses have been paid and paid receipts are submitted to the TDC office. Funding is not intended to support administrative costs. Funding is intended to support the development of a Highlands County water park/experience plus out-of-county marketing and promotional efforts via reimbursement.

RESOLUTION NO. 24-25-017

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE VISIT SEBRING/HIGHLANDS COUNTY TOURIST DEVELOPMENT COUNCIL WATER-BASED EXPERIENCE GRANT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ESTABLISHMENT OF THE WATER PARK EXPERIENCE GRANT PROGRAM; 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 125.0104, the Florida Local Option Tourist Development Act, permits a County to levy tourist development taxes in a manner prescribed therein; and

WHEREAS, on February 14, 1995, Highlands County adopted Ordinance No.: 95-4, establishing the Highlands County Tourist Development Council (TDC), as prescribed by Florida Statutes, Section 125.0104(4)(e), to make recommendations to the Board of County Commissioners with respect to programs and opportunities which are in line with the statutory requirements for the use of the tourist development taxes levied by Highlands County; and

WHEREAS, the TDC is committed to fostering recreational activities in Highlands County, with a particular emphasis on water-based recreation due to the number of freshwater lakes and waterways in Highlands County which provide a prime opportunity for innovative tourist attractions; and

WHEREAS, the TDC approved the Water-Based Experience Grant Program on October 31, 2024, recommending that the Board of County Commissioners formally establish the same; and

WHEREAS, the County has approved various grant programs and opportunities, as recommended by the TDC, in an effort to attract visitors to Highlands County; and

WHEREAS, the County has determined that it is in the best interest of the citizens of and visitors to Highlands County to establish the Water-Based Experience Grant Program to be administered in accordance herewith.

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. Establishment of the Water-Based Experience Grant Program. Highlands County hereby establishes the TDC Water-Based Experience Grant Program attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the TDC Water-Based Experience Grant Program, 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, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution and all prior adopted Equal Employment Opportunity Plans 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 ___ day of November, 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"
TDC Water-Based Experience Grant Program

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Brandon Gunn, Parks & Facilities Director**
SUBJECT/TITLE:	**Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.**

STATEMENT OF ISSUE

Mr. Joseph Stubblefield of Armament Inc. is requesting to have rental fees and damage deposit waived for a Sound of Freedom Patriotic themed Talent Show. He is requesting the use of the auditorium and a conference room at the Bert J. Harris Agri Civic Center for five (5) days, Tuesday, February 11, 2025, through Saturday, February 15, 2025, from 2:00 pm to 10:00 pm daily.

Armament Inc. is a 501 (c)(3) organization that assists veterans in central Florida. The show is nightly from 4:00 pm to 9:00 pm. The entry fee for the talent show is $25.00, and door admission is $12.00 per person per night for ages 13 and up. A meal will be included with the price of admission and door prizes will be available nightly. Armament Inc. will also set up a table with patriotic items for donations. The first-place prize will be $500.00, second and third place will receive a trophy.

Providing there are no damages, extraordinary setup or cleanup or use of the marque, the total rental fee for this event is $1,350.00, along with the $290.00 damage deposit per the 2024-2025 Fee Schedule. (Fees for the auditorium are $250.00 per day with $250.00 damage deposit, and the conference room is $20.00 per day with a $40.00 damage deposit.) Armament Inc. will abide by the Building Use Rules and provide insurance for the event.

RECOMMENDED ACTION

Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.

FISCAL IMPACT

The fiscal impact would be a loss in revenue to 005 Fund (General) account 3475300 (Civic Center) in the amount of $1,350.00.

Attachments: Armament Inc. Request.pdf
Armament Inc. Flyer.pdf

Armament Inc.

Attention:

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

Armament Inc. is petitioning the Highlands County Board of Commissioners to wave the county's fees on the Bert J. Harris Agricultural Center, located at 4509 George Blvd, Sebring, FL 33875. Armament Inc. will be hosting a fundraising event at the Agri-Civic Center in February of 2025, from the 11th through the 15th daily from 2pm to 10pm.

The Event:

Sound of Freedom
A Presidents Day Tribute

Since 1968 Presidents Day celebrates George Washington's birthday, this year we honor that tradition with a Patriotic themed Talent Show. Contestants must perform to show their patriotism for one of our greatest founding fathers. George Washington was an avid Christian, that being the case, worship songs or performances of this nature will be allowed.

The purpose of this event is to inspire and bring the community together, to ring the bells of Hope and Liberty. Our country is in dire need of hope, although we can do little to solve this problem on a national level, we can assist our own community.

The Talent Show is a fundraiser that will assist Veterans who may be homeless, disabled, or are active-duty military, and their family is in need of assistance.

Armament inc. will be charging an admission price of $12.00, this will be to help cover the meals that will be provided by our organization. There will be no outside vendors.

Door prizes will be given away, and we will have an additional table set up with Patriotic items to trade for additional donations to help cover the cost of the event.

Thank you for your time,

Ronald Joseph Stubblefield
Armament Inc.
913-832-0095
The1776Store@hotmail.com

Sound of Freedom

A Presidents Day Tribute

Since 1968 Presidents Day celebrates George Washington's birthday, this year we honor that tradition with a Patriotic themed Talent Show. Contestants must perform to show their patriotism for one of our greatest founding fathers. George Washington was an avid Christian, that being the case, worship songs or performances will be allowed.

Talent Show:

First Prize- $500.00 Second Place- Trophy Third Place- Trophy

Those who wish to preform in the Sound of Freedom must pay an entry fee of $25.00. Please contact Joseph Stubblefield via email at the1776store@hotmail.com for more information. You can mail a check to PO Box 8685 Sebring Fl 33872. Make the check payable to Armament inc.

Entry Fee is for participants and not all family members, one family member must accompany minors.

Admission: Will be $12.00 per person

Children under 12 years of age will be free.

A meal will be included with the you price of admission. Door prizes will be available nightly. The price will be for one night only.

Location:

Bert J. Harris Agricultural Center-4509 George Blvd, Sebring, FL 33875

When:

February the 11th to 15th 2025 nightly from 4pm to 9pm

Armament Inc. is a 501c3, that has created the event, “Sound of Freedom” to benefit Veterans and Families locally in Central Florida. For information to help sponsor this event please contact Joseph Stubblefield at the1776store@hotmail.com or call 913-832-0095. Thank you.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Tourism Marketing Consultant**
SUBJECT/TITLE:	**Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $5,000.00, and adopt Resolution 24-25-020 for Budget Amendment 24-25-010.**

STATEMENT OF ISSUE

The 2024 GFNY Florida Cycling - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 GFNY Florida Cycling event which took place in Highlands County on October 20, 2024. 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 on behalf of the 2024 GFNY Florida Cycling event.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $5,000.00, and adopt Resolution 24-25-020 for Budget Amendment 24-25-010.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $5,000.00. The grant funds are being appropriated in Project 24020, account 53400Z (Project Contractual Svcs).

Attachments: 2024 GFNY Florida Sebring.pdf
24-25-010R Project 24020 FSF 2024 GFNY Florida Cycling (Resolution).pdf
24-25-010 Project 24020 FSF 2024 GFNY Florida Cycling (BA).pdf

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT-is entered into on September 18, 2024, by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Grant Agreement are:

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Casey Hartt,
501 S. Commerce Ave. Ste 3
Sebring, FL 33870

3.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a)–below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Highlands County**

(c) Name/Date of Event: **GFNY Florida Sebring 10/17/24-10/21/24** (the "Event")

(d) Total Amount of Grant: $ 5,000

(e) Projected Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.

(g) Grant Period: 9/18/24 - 10/21/24 .

5.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall

be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.

(c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the State of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, as well as all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of section 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees. The Grantee shall include the above indemnification requirements in all subcontracts (if such subcontracts are otherwise permitted by this Grant Agreement) and ensure all resulting contracts therefrom also include the above indemnification requirements.

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be

terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and Section 287.058, Florida Statutes, as applicable, and made or received by the Grantee in conjunction with this Agreement.

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(i) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida

or such other funding source used by Grantor to fund the Grant. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated by the State of Florida or such other funding source used by Grantor to fund the Grant. The Grantor shall be the final determiner of the availability of such funds.

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State or Federal funds that are in effect at the time of any such expenditure, and as related to the execution of this Grant Agreement.

9.0 **MODIFICATION**:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Grant Agreement,the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

_____

Joseph Piotrowski,
Director of Partnership Development

_____
Date

For: Highlands County

_____
Casey Hartt

_____
Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee 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 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

RESOLUTION NO. 24-25-020

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-010 TO THE TOURIST DEVELOPMENT TRUST 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 Tourist Development Trust Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-010 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for 2024 GFNY Florida Cycling to Project #24020 for FY24/25. The fiscal impact is an increase in the amount of $5,000.00.

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 7th day of November, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
October 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/18/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **24020** PROJECT TITLE(S): **FSF 2024 GFNY Florida Cycling** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	24020	0.00	5,000.00		5,000.00
E	152	5305	53400Z	Project Contractual Services	24020	0.00	5,000.00		5,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget ammendment is necessary due to the County receiving a $5,000.00 Florida Sports Foundation (FSF) Small Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 GFNY Florida Cyling event in Sebring on 10/17/24 - 10/21/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-010**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Tourism Marketing Consultant**
SUBJECT/TITLE:	**Request to accept a Florida Sports Foundation (FSF) Major Market Grant Award in the Amount of $24,846.00, and adopt Resolution 24-25-019 for Budget Amendment 24-25-011.**

STATEMENT OF ISSUE

The 2024 Central Florida Spartan Trifecta Weekend - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 Central Florida Spartan Trifecta Weekend which will take place in Highlands County on December 7-8, 2024. 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 on behalf of the 2024 Central Florida Spartan Trifecta Weekend.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Major Market Grant Award in the Amount of $24,846.00, and adopt Resolution 24-25-019 for Budget Amendment 24-25-011.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $24,846,000.00. The grant funds are being appropriated in Project 24021, account 53400Z (Project Contractual Svcs).

Attachments: Spartan Trifecta - Highlands.pdf
24-25-011R Project 24021 FSF 2024 Central Florida Spartan Trifecta Weekend (Resolution).pdf
24-25-011 Project 24021 FSF 2024 Central Florida Spartan Trifecta Weekend (BA).pdf

FLORIDA SPORTS FOUNDATION
Major Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT-is entered into on September 19, 2024, by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Grant Agreement are:

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Casey Hartt,
501 S. Commerce Ave. Ste 3
Sebring, FL 33870

3.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a)–below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Highlands County**

(c) Name/Date of Event: **2024 Central Florida Spartan Trifecta Weekend 12/07/24-12/08/24** (the "Event")

(d) Total Amount of Grant: $ 24,846

(e) Projected Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.

(g) Grant Period: 9/19/24 - 12/08/24 .

5.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall

be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.

(c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the State of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, as well as all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of section 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees. The Grantee shall include the above indemnification requirements in all subcontracts (if such subcontracts are otherwise permitted by this Grant Agreement) and ensure all resulting contracts therefrom also include the above indemnification requirements.

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be

terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and Section 287.058, Florida Statutes, as applicable, and made or received by the Grantee in conjunction with this Agreement.

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(i) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida

or such other funding source used by Grantor to fund the Grant. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated by the State of Florida or such other funding source used by Grantor to fund the Grant. The Grantor shall be the final determiner of the availability of such funds.

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State or Federal funds that are in effect at the time of any such expenditure, and as related to the execution of this Grant Agreement.

9.0 **MODIFICATION**:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Grant Agreement,the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Highlands County**
_____	_____
Joseph Piotrowski, Director of Partnership Development	Casey Hartt
_____	_____
Date	Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee 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 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

RESOLUTION NO. 24-25-019

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-011 TO THE TOURIST DEVELOPMENT TRUST 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 Tourist Development Trust Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-011 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Major Market Grant for 2024 Central Florida Spartan Trifecta Weekend to Project #24021 for FY24/25. The fiscal impact is an increase in the amount of $24,846.00.

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 7th day of November, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
October 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/18/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **24021** PROJECT TITLE(S): **FSF 2024 Central Florida Spartan Trifecta Weekend** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	24021	0.00	24,846.00		24,846.00
E	152	5305	53400Z	Project Contractural Services	24021	0.00	24,846.00		24,846.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget ammendment is necessary due to the County receiving a $24,846.00 Florida Sports Foundation (FSF) Major Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 Central Florida Spartan Trifecta Weekend event in Sebring on 12/7/24 - 12/8/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-011**

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: November 7, 2024

PRESENTER:	**James D. Langford, P.E., County Engineer** **Melony Culpepper, AICP, Project Manager - Transportation**
SUBJECT/TITLE:	**Request approval of Closing Documents for the Donation of Right-of-Way at US 27 and Sun Pure Road to the Florida Department of Transportation (FDOT).**

STATEMENT OF ISSUE

Attached for your review and approval are the following closing documents for the donation of right-of-way to FDOT at US 27 and Sun Pure Road: Donation Letter, Closing Statement, Hazardous Waste Affidavit, and County Deed. This right-of-way donation encompasses a right turn lane onto Sun Pure Road and is a requirement for a traffic signal that is planned at this intersection. As part of this process, FDOT required a Subordination of City Utility Interests be approved by the City of Avon Park, which was approved on October 28, 2024.

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

RECOMMENDED ACTION

Move to approve the Closing Documents for the Donation of Right-of-Way at US 27 and Sun Pure Road to the Florida Department of Transportation (FDOT).

FISCAL IMPACT

There is no fiscal impact as this right-of-way is along US 27 and will be maintained by FDOT.

Attachments: Donation Letter.pdf
Closing Statement.pdf
Hazardous Waste Affidavit.pdf
County Deed.pdf
Subordination of City Utility Interests

STATE OF FLORIDA DEPARMENT OF TRANSPORTATION
DONATION OF PROPERTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.:	1944852
MANAGING DISTRICT:	One
F.A.P. NO.:	1944852
STATE ROAD NO.:	25 (US 27)
COUNTY:	Highlands
PARCEL NO.:	504
INTEREST CONVEYED:	Fee (Maintenance Donation)

This is to advise that the undersigned, as owner of the property or property interest AS MORE PARTICULARLY DESCRIBED ON Exhibit A is making a donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation regardless of said property or property interest's value.

The subject is free and clear of any encumbrances.

_____
Owner's Signature

_____
Type or Print Property Owner's Name

_____
Street Address

_____
City, State, Zip Code

_____
Date

Exhibit "A"
Page 1 of 2

FP No. 1944852

Section 09030-000

Parcel 504

That portion of Lot 7, Block 32, Map of Pabor Lake Colony Lands and Townsite, a subdivision lying in said Section 4, Township 33 South, Range 28 East, Highlands County, Florida, as per plat thereof recorded in Plat Book 2, Page 89, Public Records of Desoto County, Florida and Transcript Book Page 29, Public Records of Highlands County, Florida.

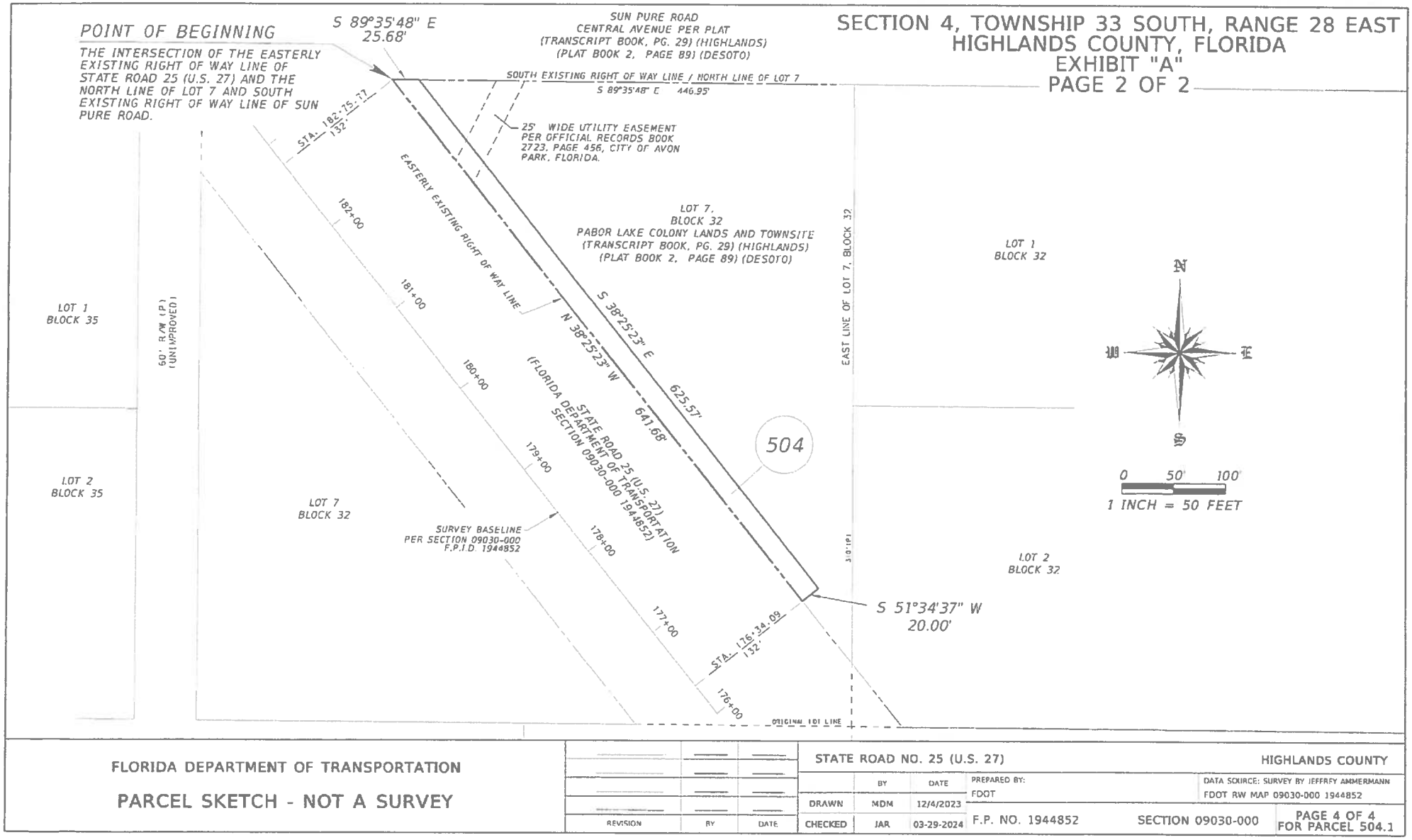
Being more particularly described as follows:

BEGIN at the intersection of the easterly existing right of way line of State Road 25 [U.S. 27 (per Section 09030-000 F.P.I.D.1944852)] and the north line of said Lot 7 (per said plat) and the south existing right of way line of Sun Pure Road (Central Avenue per said plat); thence along said north line and said south existing right of way line South 89°35'48" East a distance of 25.68 feet; thence South 38°25'23" East a distance of 625.57 feet; thence South 51°34'37" West a distance of 20.00 feet to said easterly existing right-of-way line; thence along said easterly existing right of way line North 38°25'23" West a distance of 641.68 feet to the POINT OF BEGINNING.

Containing 12,674 square feet, more or less.

Legal Description Approved by:

Michael D. McLean PSM # 6658
Date: 4-/-2024
NOT VALID UNLESS EMBOSSED



SECTION 4, TOWNSHIP 33 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA
EXHIBIT "A"
PAGE 2 OF 2

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 25 (U.S. 27) — HIGHLANDS COUNTY

	BY	DATE
DRAWN	MDM	12/4/2023
CHECKED	JAR	03-29-2024

PREPARED BY: FDOT

DATA SOURCE: SURVEY BY JEFFREY AMMERMANN
FDOT RW MAP 09030-000 1944852

F.P. NO. 1944852 — SECTION 09030-000 — PAGE 4 OF 4 FOR PARCEL 504.1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CLOSING STATEMENT

575-030-16
RIGHT OF WAY
OGC - 11/16

ITEM/SEGMENT NO.: 1944852
MANAGING DISTRICT: One
F.A.P. NO.: 1944852
STATE ROAD NO.: 25 (US 27)
COUNTY: HIGHLANDS
PARCEL NO.: 504

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S):
Highlands County

REAL PROPERTY DESCRIBED AS:
Portion of Lot 7, Block 32, Mao o Pabor Lake Colony and Townsite subdivision, lying in Sec. 4 Township 33 S, Range 28 E, Highlands County. containing 12,674 SF

Summary of Seller's Transaction

Credits			
Land		$	0.00
Improvements		$	0.00
Real Estate Damages/Cost-to-Cure		$	0.00
Personal Property		$	0.00
Business Damage		$	0.00
Attorney Fees		$	0.00
Appraiser Fees		$	0.00
Other 0		$	0.00
	Total Credits	**$**	**0.00**
Debits			
First Mortgage Payoff		$	0.00
First Mortgage Pre-Payment Penalty		$	0.00
Second Mortgage Payoff		$	0.00
Second Mortgage Pre-Payment Penalty		$	0.00
Attorney Fees		$	0.00
Appraiser Fees		$	0.00
Ad Valorem Taxes 0		$	0.00
Other		$	
	Total Debits	**$**	**0.00**
	Credits Less Debits	**$**	**0.00**
	Amount Withheld	**$**	
	Amount Due to Seller at Closing	**$**	**0.00**

Warrant No.: N/A

Received By: _____
Chairman

Date of Final Agency Acceptance: _____
(Type or print name under signature)

Date of Closing: _____

Closing Agent: Bobbie Wine

AFFIDAVIT
(County)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ as Chairman (or Vice-Chairman) of the Board of County Commissioners (BOCC) of_____ County, a political subdivision of the State of Florida, owner, who was sworn and says that the following information is true and correct according to Owner's best knowledge and belief:

1. _____County is the record owner of property as described on Exhibit "A" attached hereto.

2. No events or transactions (including proposed changes in any laws or regulations) have occurred and no information has come to the attention of Owner (other than events or information relating to general economic conditions) that would reasonably be expected to prevent or impair the State of Florida Department of Transportation from using aforesaid property as __Right of Way_____

3. Owner has not received any notice, oral or written, from any governmental entity or other third party relating to any violation of, or noncompliance with, any statute, law, ordinance, decree, order, rule or regulation relating to environmental matters with respect to aforesaid property.

4. Owner has not used or permitted others to use the property in connection with the general disposal, storage, treatment or transportation of (i) hazardous substances, as defined under the Comprehensive Environmental Response, Compensation and Liability Act and its regulations or (ii) any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum-based substance or waste, products or by-product, the presence, use or removal of which is either regulated, controlled, limited or prohibited by local, state or federal environmental or pollution control laws, regulations or ordinances collectively referred to herein as "Hazardous Substances".

5. There are not now, and never have been, any Hazardous Substances or underground tanks located anywhere on aforesaid property.

FURTHER AFFIANT SAYETH NAUGHT.

_____County, a political subdivision of the State of Florida

By:_____
Chairman (or Vice-Chairman), BOCC

Printed Name of Affiant _____
Title_____
Address_____
_____

State of _____
County of_____

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____as Chairman of the Board of County Commissioners of _____ County, a political subdivision of the State of Florida, who [ ] is personally known to me or who [ ] has produced _____ as identification.

_____
Name
Notary Public in and for the county and state last aforesaid.
My commission Expires:

Exhibit "A"
Page 1 of 2

FP No. 1944852

Section 09030-000

Parcel 504

That portion of Lot 7, Block 32, Map of Pabor Lake Colony Lands and Townsite, a subdivision lying in said Section 4, Township 33 South, Range 28 East, Highlands County, Florida, as per plat thereof recorded in Plat Book 2, Page 89, Public Records of Desoto County, Florida and Transcript Book Page 29, Public Records of Highlands County, Florida.

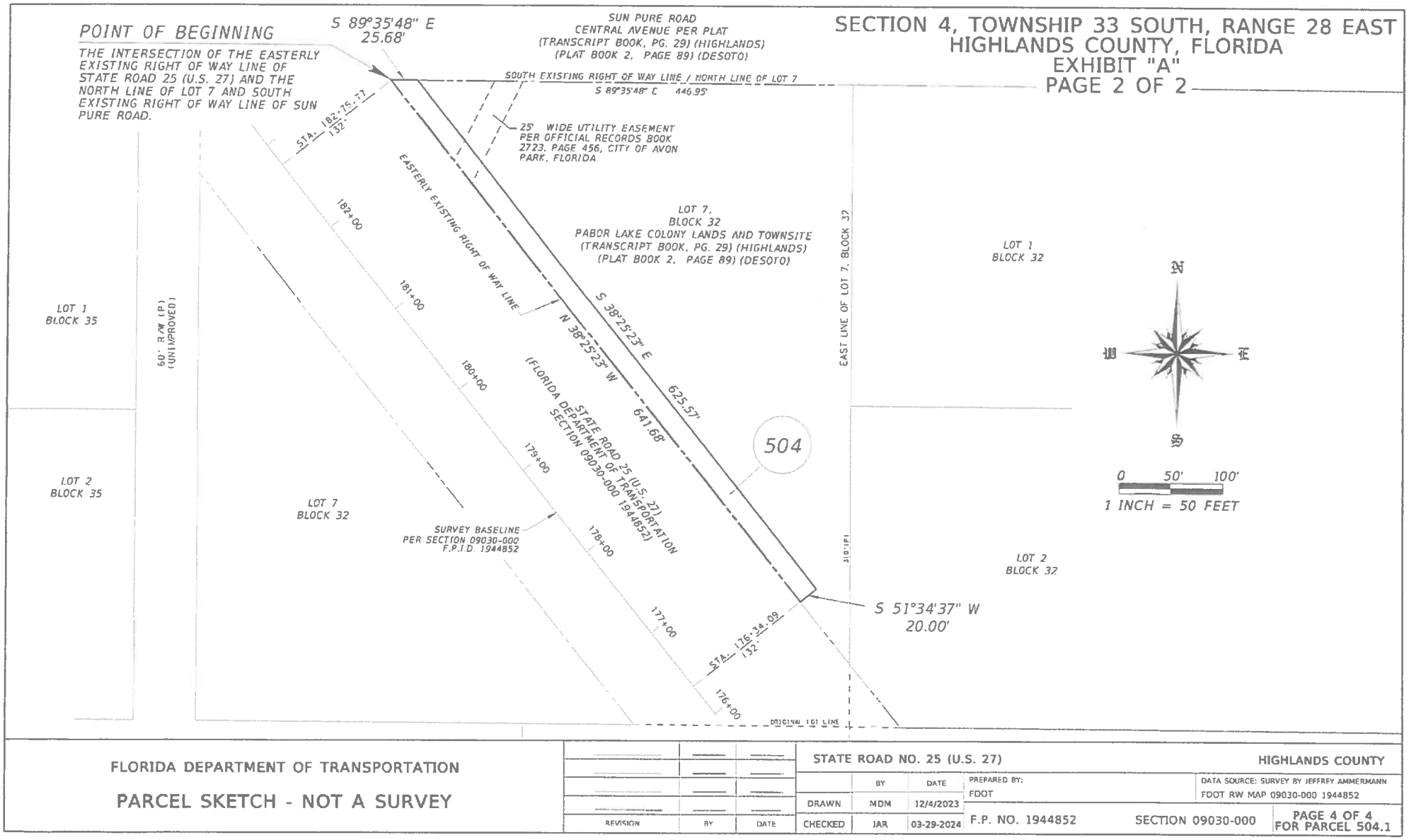
Being more particularly described as follows:

BEGIN at the intersection of the easterly existing right of way line of State Road 25 [U.S. 27 (per Section 09030-000 F.P.I.D.1944852)] and the north line of said Lot 7 (per said plat) and the south existing right of way line of Sun Pure Road (Central Avenue per said plat); thence along said north line and said south existing right of way line South 89°35'48" East a distance of 25.68 feet; thence South 38°25'23" East a distance of 625.57 feet; thence South 51°34'37" West a distance of 20.00 feet to said easterly existing right-of-way line; thence along said easterly existing right of way line North 38°25'23" West a distance of 641.68 feet to the POINT OF BEGINNING.

Containing 12,674 square feet, more or less.

Legal Description Approved by:

Michael D. McLean PSM # 6658
Date: 4-1-2024
NOT VALID UNLESS EMBOSSED



SECTION 4, TOWNSHIP 33 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA
EXHIBIT "A"
PAGE 2 OF 2

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 25 (U.S. 27) — HIGHLANDS COUNTY

	BY	DATE
DRAWN	MDM	12/4/2023
CHECKED	JAR	03-29-2024

PREPARED BY: FDOT

DATA SOURCE: SURVEY BY JEFFREY AMMERMANN
FDOT RW MAP 09030-000 1944852

F.P. NO. 1944852 — SECTION 09030-000 — PAGE 4 OF 4 FOR PARCEL 504.1

03-BSD.03

Date: April 1, 2024
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 1944852
PARCEL 504.1
SECTION 09030-000
STATE ROAD 25 (U.S. 27)
COUNTY HIGHLANDS

COUNTY DEED

THIS DEED, made this ____ day of _____, 20__, by HIGHLANDS COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in HIGHLANDS County, Florida, viz:

SEE EXHIBIT "A"

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, in fee simple forever.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

ATTEST_____
Jerome Kaszubowski, Clerk

By:_____
Chairman

_____
Print:

Grantor(s)' Mailing Address:

_____

_____

_____

FP No. 1944852

Section 09030-000

Parcel 504

That portion of Lot 7, Block 32, Map of Pabor Lake Colony Lands and Townsite, a subdivision lying in said Section 4, Township 33 South, Range 28 East, Highlands County, Florida, as per plat thereof recorded in Plat Book 2, Page 89, Public Records of Desoto County, Florida and Transcript Book Page 29, Public Records of Highlands County, Florida.

Being more particularly described as follows:

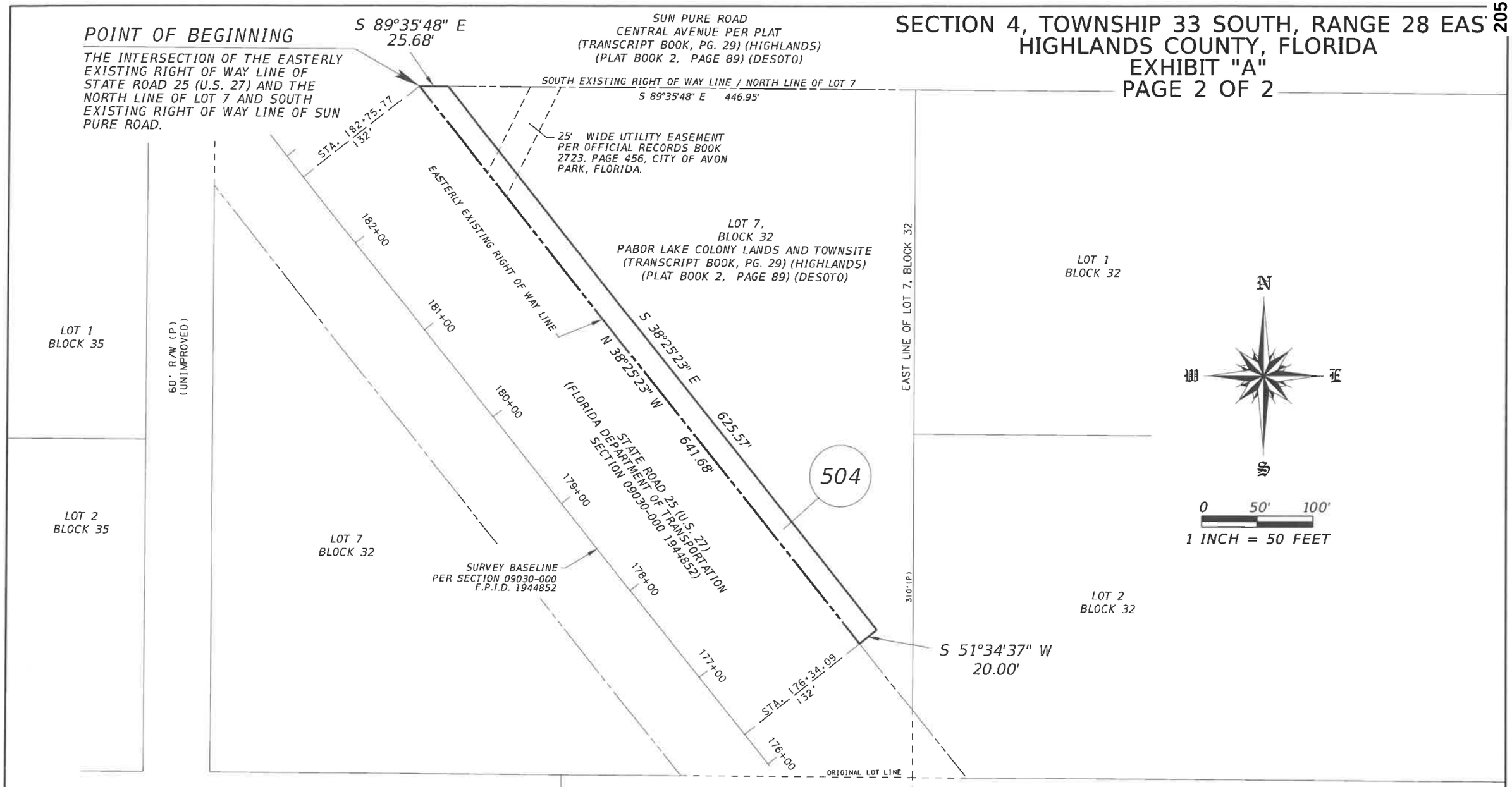
BEGIN at the intersection of the easterly existing right of way line of State Road 25 [U.S. 27 (per Section 09030-000 F.P.I.D.1944852)] and the north line of said Lot 7 (per said plat) and the south existing right of way line of Sun Pure Road (Central Avenue per said plat); thence along said north line and said south existing right of way line South 89°35'48" East a distance of 25.68 feet; thence South 38°25'23" East a distance of 625.57 feet; thence South 51°34'37" West a distance of 20.00 feet to said easterly existing right-of-way line; thence along said easterly existing right of way line North 38°25'23" West a distance of 641.68 feet to the POINT OF BEGINNING.

Containing 12,674 square feet, more or less.

Legal Description Approved by:

Michael D. McLean PSM # 6658
Date: 4-1-2024
NOT VALID UNLESS EMBOSSED

SECTION 4, TOWNSHIP 33 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA
EXHIBIT "A"
PAGE 2 OF 2



FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 25 (U.S. 27) — HIGHLANDS COUNTY

	BY	DATE
DRAWN	MDM	12/4/2023
CHECKED	JAR	03-29-2024

PREPARED BY: FDOT

DATA SOURCE: SURVEY BY JEFFREY AMMERMANN
FDOT RW MAP 09030-000 1944852

F.P. NO. 1944852 — SECTION 09030-000 — PAGE 4 OF 4 FOR PARCEL 504.1

23-UTL.04-05/09

Date: October 7, 2024
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 1944852
PARCEL 504.2
SECTION 09030-000
STATE ROAD 25 (U.S. 27)
COUNTY HIGHLANDS

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and CITY OF AVON PARK, FLORIDA, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Grant of Easements Agreement	11/11/2019	C. Elton Crews Family Limited Partnership, LLLP	City of Avon Park, Florida	O.R. Book: 2723 / Page: 456

PROVIDED that the Utility has the following rights:

1. Rights of Utility

   a. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT.

   b. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or for any reason require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1a and 3 above. Nothing in this subordination shall be construed as a waiver by either party of its' sovereign immunity or indemnity protections as provided by Florida Statute 768.28.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

_____
Signature

_____
Print/Type Name

_____
Signature

_____
Print/Type Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary/Designee for
District One

Legal Review:

_____
Department Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this ___ day of _____, 20__ by _____, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

(Affix Seal/Stamp here)

Notary Signature:_____

Printed Name: _____

Notary Public in and for the County and State last aforesaid.
My Commission Expires:_____
Serial No.:_____

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

_____(OFFICIAL SEAL)
Mayor
Name: Garret Anderson

ATTEST: _____, (SEAL)
Its City Clerk
Name: Christian Hardman

Grantor(s)' Mailing Address:

110 E Main Street

Avon Park, FL 33825

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of X physical presence or ___online notarization, this 28th day of October, 2024, by Garrett Anderson, Mayor, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Areliz Y Chavez
My Commission HH 309392
Expires 9/6/2026

_____
Name:

Notary Public in and for the County and State last aforesaid.
My Commission Expires: 09/06/2026
Serial No., if any: 309392

FP No. 1944852

Section 09030-000

Parcel 504

That portion of Lot 7, Block 32, Map of Pabor Lake Colony Lands and Townsite, a subdivision lying in said Section 4, Township 33 South, Range 28 East, Highlands County, Florida, as per plat thereof recorded in Plat Book 2, Page 89, Public Records of Desoto County, Florida and Transcript Book Page 29, Public Records of Highlands County, Florida.

Being more particularly described as follows:

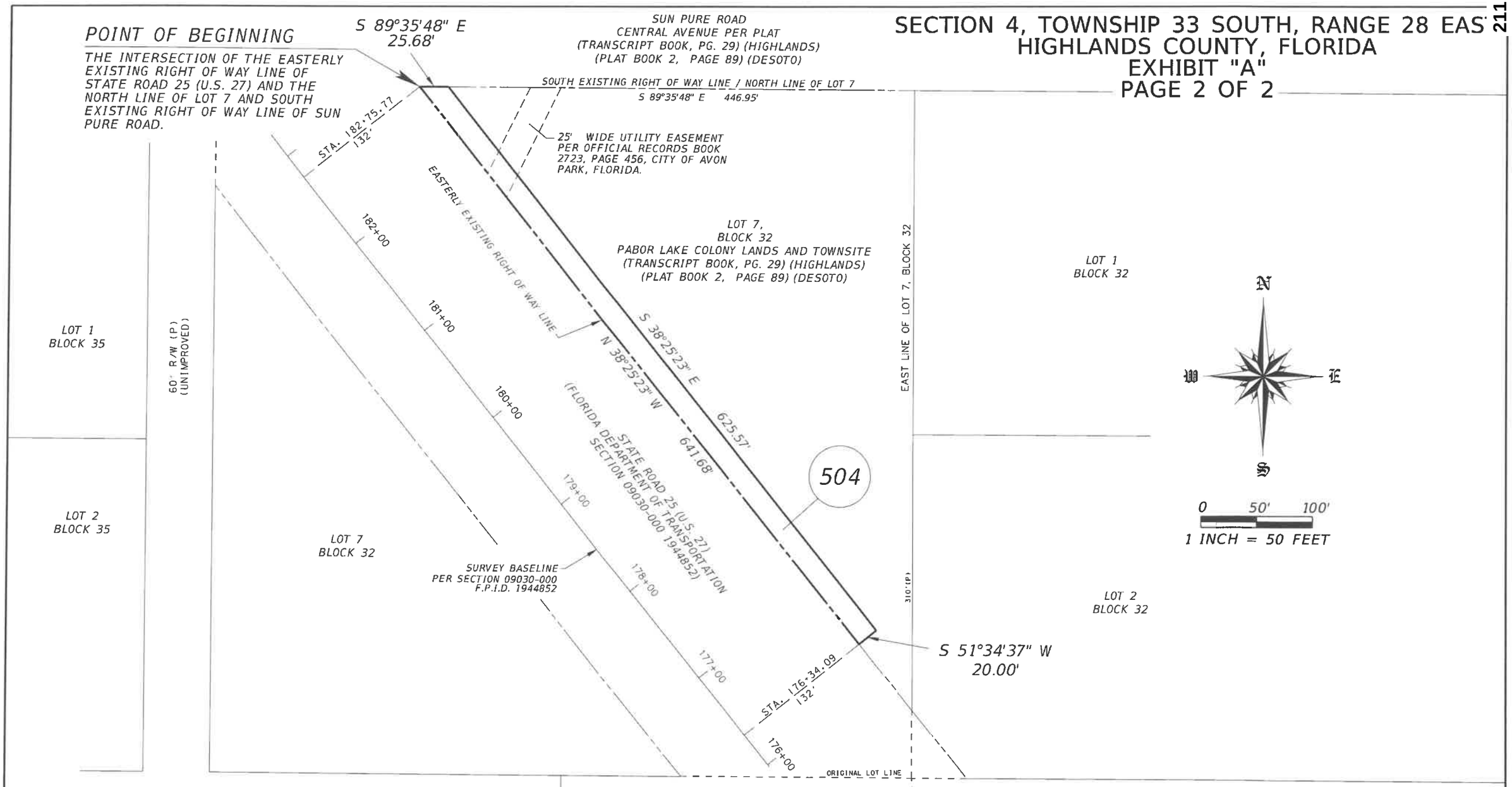
BEGIN at the intersection of the easterly existing right of way line of State Road 25 [U.S. 27 (per Section 09030-000 F.P.I.D.1944852)] and the north line of said Lot 7 (per said plat) and the south existing right of way line of Sun Pure Road (Central Avenue per said plat); thence along said north line and said south existing right of way line South 89°35'48" East a distance of 25.68 feet; thence South 38°25'23" East a distance of 625.57 feet; thence South 51°34'37" West a distance of 20.00 feet to said easterly existing right-of-way line; thence along said easterly existing right of way line North 38°25'23" West a distance of 641.68 feet to the POINT OF BEGINNING.

Containing 12,674 square feet, more or less.

Legal Description Approved by:

Michael D. McLean PSM # 6658
Date: 4-1-2024
NOT VALID UNLESS EMBOSSED

SECTION 4, TOWNSHIP 33 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA
EXHIBIT "A"
PAGE 2 OF 2



FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 25 (U.S. 27) — HIGHLANDS COUNTY

	BY	DATE
DRAWN	MDM	12/4/2023
CHECKED	JAR	03-29-2024

PREPARED BY: FDOT

DATA SOURCE: SURVEY BY JEFFREY AMMERMANN
FDOT RW MAP 09030-000 1944852

F.P. NO. 1944852 — SECTION 09030-000 — PAGE 6 OF 6 FOR PARCEL 504.2

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Rosa Morales, Budget Analyst II/NAV**

SUBJECT/TITLE: **Request approval of the Agreement with Maxwell Aquatics Inc, for the provision of hand spraying services for the Sun N Lakes of Lake Placid Special Benefit District, Istokpoga Marsh Watershed Improvement District, and Highlands Park Estates Special Benefit District.**

STATEMENT OF ISSUE

On July 2,2024, solicitation ITB 24-024, was issued for the Sun N Lakes of Lake Placid Special Benefit District, Istokpoga Marsh Watershed Improvement District, and Highlands Park Estates Special Benefit District. Three (3) submissions were received. The award to the lowest responsive and responsible bidder was made to Maxwell Aquatics Inc.

RECOMMENDED ACTION

Move to Authorize the approval of the Agreement with Maxwell Aquatics Inc, for the provision of hand spraying services for the Sun N Lakes of Lake Placid Special Benefit District, Istokpoga Marsh Watershed Improvement District, and Highlands Park Estates Special Benefit District. and authorization for the Chairman/Vice-Chairman to execute the Agreement.

FISCAL IMPACT

The fiscal impact for FY24-25 is $3,576 to Fund 128 (Sun N Lakes of Lake Placid SBD), $31,848 to Fund 109 (Istokopoga Marsh Watershed Improvement District), and $4,578 to Fund 148 (Highlands Park Estates SBD) which are properly budgeted in their respective cost centers.

Attachments: Maxwell Aquatics Agreement.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, FL 33870 hereinafter referred to as "COUNTY", and Maxwell Aquatics Inc., 2724 Tawny Drive, Lorida, Florida 33857, hereinafter referred to as "CONTRACTOR" (the "Parties", and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for hand spraying services near or around bodies of water for several Special Benefit District locations, pursuant to the COUNTY's Purchasing Policy and ITB-24-024-SDQ; and

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB 24-024-SDQ; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM

The term of this Agreement shall be for a period of three (3) years from the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY and upon mutual agreement of the parties, for one (1) additional period of three (3) years.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To

the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in **Exhibit "A"**.

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of the COUNTY.

G. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

H. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat

complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoices must be submitted within five (5) business days from monthly work completion. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. A description and location of work performed, including the date(s) of service
v. Itemized amounts
vi. Total amount due
vii. All applicable charges and discounts
viii. The Exhibit B Line item number for each item being invoiced
ix. The Purchase Order Number
x. The extended total price of the goods or services or property provided to the COUNTY

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE (including owned, hired, and non-owned autos):

One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

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

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars ($1,000,000.00);

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

6. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars ($1,000,000.00) each occurrence, $1,000,000.00 each employee, and $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

I. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognition of the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of

policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. Pursuant to Florida Statutes, Section 119.0701:

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

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

C. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-

contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a

substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class certified mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, FL 33870
ATTN: Laurie Hurner, County Administrator

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

CONTRACTOR: Melissa Maxwell, President
2724 Tawny Drive
Lorida, FL 33857
Maxwellmel587@yahoo.com

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company of person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it

utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

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

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR

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

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair, Highlands County Board of County Commissioners

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR
Maxwell Aquatics Inc.
By: Melissa Maxwell
Print: Melissa Maxwell
Title: Owner

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of _____, as Owner of Maxwell Aquatics, 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 21st day of October, 2024.

(stamp)

Notary Public State of Florida
Della Kilpatrick
My Commission HH 504297
Expires 3/14/2028

Della Kilpatrick
NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Scope of Services

SCOPE OF WORK AND SPECIFICATIONS for hand spraying services near or around bodies of water for the Special Benefit District locations identified in Section 2 below.

1. Specifications:

   1.1 Work is to be performed in accordance with best management practices and as regulated by the State of Florida.

   1.2 Hand spraying will be completed every other month for Sun N Lakes of Lake Placid and Highlands Park Estates. Hand spraying will be completed quarterly for Istokpoga Marsh Watershed Improvement District. CONTRACTOR must coordinate each spray for each district with COUNTY's Project Manager.

   1.3 CONTRACTOR warranties all Work; CONTRACTOR must recheck each spray site within two (2) weeks after spraying to ensure proper kill coverage. CONTRACTOR shall not invoice the COUNTY until each recheck is complete. If any weeds are missed or COUNTY is not satisfied with the Work, the CONTRACTOR will respray deficient areas, at no additional cost to the COUNTY.

   1.4 Any chemicals used must be herbicides registered and approved with the Environmental Protection Agency (EPA), such as, but not limited to: Rodeo, Kammo, Clipper, Accuracy, 2-40 Amine, or any of their generic components.

   1.5 It is CONTRACTOR's responsibility to verify the site conditions and areas to be sprayed.

2. Location(s) and Specifications:

   2.1 Highlands Park Estates Special Benefit District
   Site Address: 16415 Deerglen Blvd., Lake Placid, FL 33852 See **Attachment A** for location(s) redlined on map.
   Specifications: Spray and kill weeds, brush, and underbrush from wood posts to shoreline for approximately 502'x22' along the water's edge. Also includes approximately 57'x22' in the northeast corner from the wood posts west. This does NOT include any grass that exists between the posts to the shoreline area or trees. See redline on map on **Attachment A**.

   2.2 Sun N Lakes of Lake Placid Special Benefit District
   Site Address: 440 South Sun N Lake Blvd, Lake Placid, FL 33852 See **Attachment B** for location(s) redlined on map.
   Specifications: Hand spray for weed control for the lake beach, to include vegetation in the water (approximately 160'x75'), and the canal, to include vegetation in the water (approximately 112' X 550').

   2.3 Istokpoga-Marsh-Watershed Improvement District
   Site Address: 1815 C.R. 621 East, Lake Placid, FL 33852 (closest address to location). See **Attachments C through G** for location(s) redlined on map.
   Specifications: Hand spray for weed control for the Istokpoga Marsh Watershed canal system. This does NOT include spraying of the canal banks; CONTRACTOR is to hand spray the vegetation in the water only. CONTRACTOR shall contact COUNTY's Invasive Plant Management Supervisor or the COUNTY's Natural Resources Specialist to schedule the service before conducting hand spraying in Phase I, identified in **Attachment G**.

EXHIBIT "B"

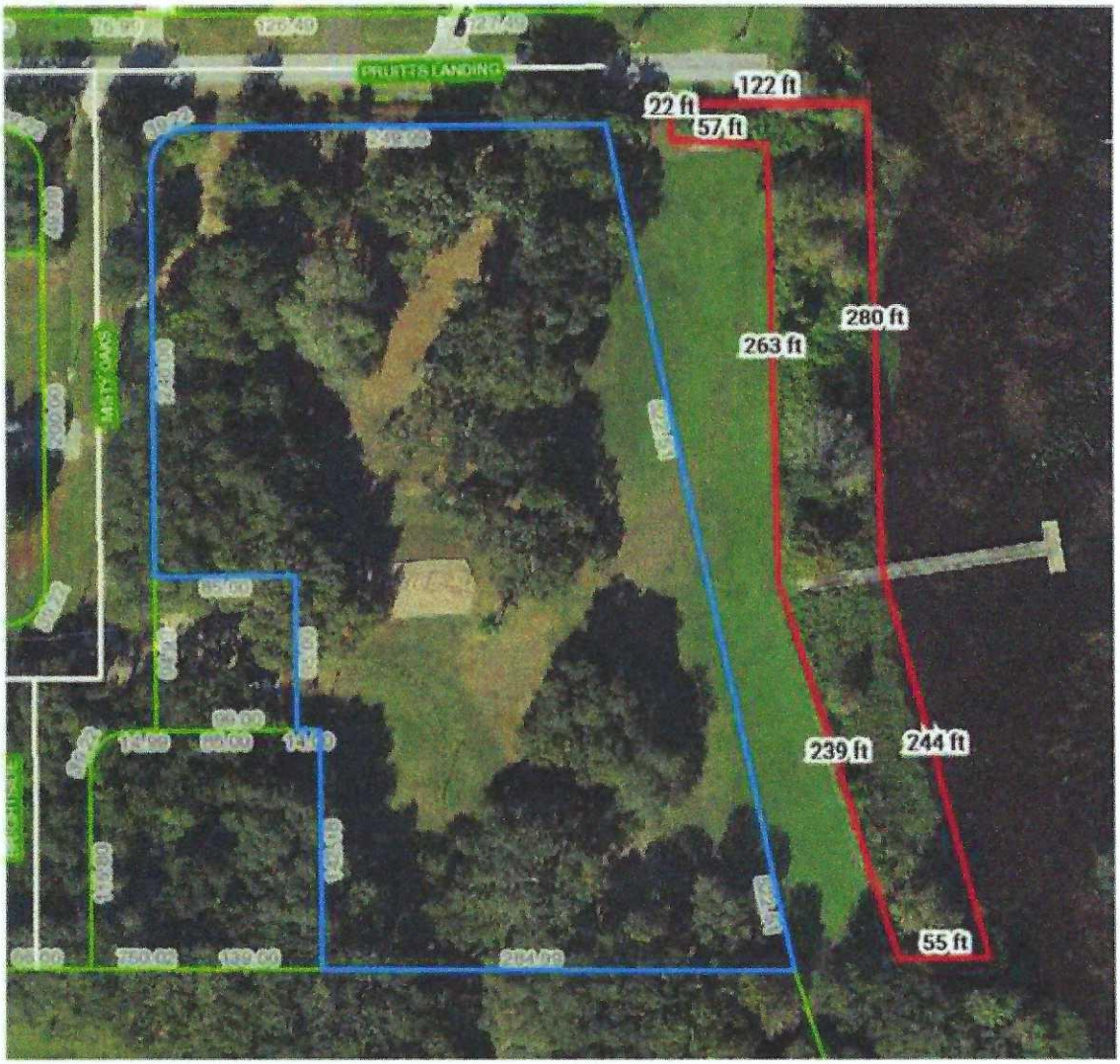
PRICING

Pricing is all-inclusive of, but not limited to, chemicals, equipment, labor and incidentals to provide the services requested.

Location	Unit of Measure	Quantity (Qty)	Price Per Service (PPS)	Extended Amount (Qty x PPS)
Highlands Park Estates (Bi-Monthly) 16415 Deerglen Blvd. Lake Placid	Each	6	763.00	~~4576.00~~ *$4,578.00
Sun N Lakes of Lake Placid Special Benefit District (Bi-Monthly) 440 South Sun N Lake Blvd. Lake Placid	Each	6	596.00	3576.00
Istokpoga-Marsh-Watershed Improvement District Canals (Quarterly) 1815 C.R. 621 East, Lake Placid	Each	4	7962.00	31848.00
Total Annual Cost: (numeric)				~~40,000.00~~ *$40,002.00
Total Annual Cost: (in words)				
*Denotes Corrective Total				

ATTACHMENT A - Highlands Park Estates Special Benefit District

See Redline for spray location



ATTACHMENT B – Sun N Lakes of Lake Placid Special Benefit District

See Redline for spray location

ATTACHMENT C – Istokpoga-Marsh-Watershed Improvement District

Tope Road - See Redline for spray location

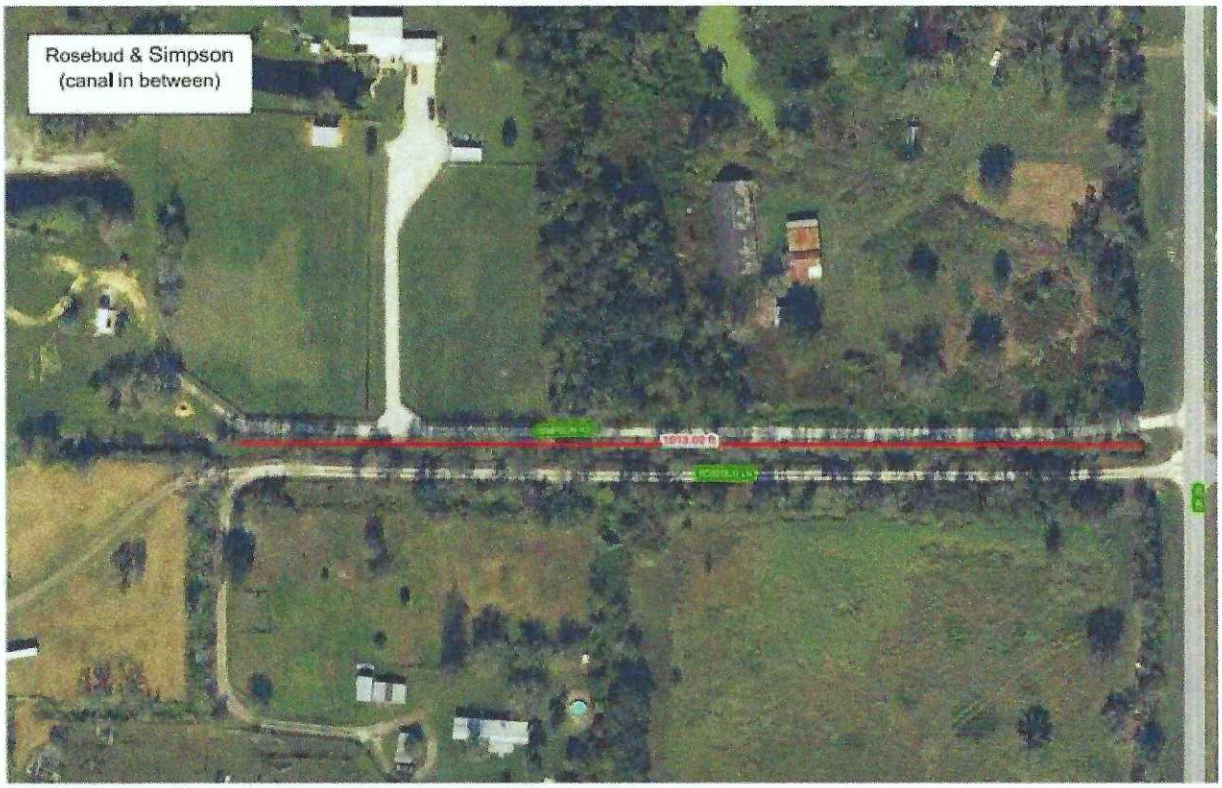
ATTACHMENT D – Istokpoga-Marsh-Watershed Improvement District

Hwy 29 to Simpson/Rosebud and Palm Leaf Landing to Dew Drive

See Redline for spray location

ATTACHMENT E – Istokpoga-Marsh-Watershed Improvement District

Rosebud & Simpson (canal in between) - See Redline for spray location



ATTACHMENT F – Istokpoga-Marsh-Watershed Improvement District

Simpson Road to SR 70E - See Redline for spray location

ATTACHMENT G – Istokpoga-Marsh-Watershed Improvement District

Phase 1 off from CR 621 – Gated - See Redline for spray location (approximately 434 ft)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2024

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 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 Olin Hill & Associates Inc. 2804 Del Prado Blvd #107 Cape Coral FL 33904	**CONTACT NAME:** Debbie L Smith **PHONE (A/C, No, Ext):** 239-945-1900 **FAX (A/C, No):** 239-945-3163 **E-MAIL ADDRESS:** Certificates@olinhill.com
INSURED HIGHL-1 Maxwell Aquatics Inc PO Box 593 Lorida FL 33857-0593	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Auto-Owners Insurance Company — 18988 **INSURER B :** Scottsdale Insurance Company — 41297 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2003965323 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CPS7914368	12/19/2023	12/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y		4762391500	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) 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	 $ $ $

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 names as an Additional Insured, as their interest may appear.

CERTIFICATE HOLDER

Highlands County Board
600 S Commerce Av
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 24-25.**

STATEMENT OF ISSUE

The State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System is the annual agreement to accept funds allocated from the state to support library operations. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award to the Highlands County Library system is based on local expenditures for library services. The more local funding our library receives, the higher the grant award from the state.

RECOMMENDED ACTION

Move to approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 24-25.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $216,893 to Fund 005 (General) in FY 24-25.

Attachments: fy24-25-final-estimates.pdf
25-ST-16 Highlands Grant Agreement_Blank.pdf
HIGHLANDS CertificationofHours.pdf

Estimated State Aid to Libraries awards for SFY 2024-2025			
County Library Systems	Operating Grant	Equalization Grant	Total Grant
Alachua County	$ 264,231	N/A	$ 264,231
Baker County	$ 2,510	$ 44,367	$ 46,877
Bay County	$ 37,525	N/A	$ 37,525
Bradford County	$ 6,135	$ 217,064	$ 223,199
Brevard County	$ 290,049	N/A	$ 290,049
Broward County	$ 1,006,350	N/A	$ 1,006,350
Calhoun County	$ 6,229	$ 222,481	$ 228,710
Charlotte County	$ 67,647	N/A	$ 67,647
Citrus County	$ 51,177	N/A	$ 51,177
Clay County	$ 50,875	N/A	$ 50,875
Collier County	$ 131,236	N/A	$ 131,236
Columbia County	$ 17,830	$ 451,100	$ 468,930
Desoto County	$ 4,412	$ 77,069	$ 81,481
Dixie County	$ 3,041	$ 108,376	$ 111,417
Duval County	$ 578,453	N/A	$ 578,453
Escambia County	$ 87,406	N/A	$ 87,406
Flagler County	$ 21,383	N/A	$ 21,383
Franklin County	$ 4,241	$ 73,555	$ 77,796
Gadsden County	$ 8,303	$ 291,016	$ 299,319
Gilchrist County	$ 2,915	$ 51,663	$ 54,578
Glades County	$ 1,154	$ 20,526	$ 21,680
Gulf County	$ 2,619	$ 45,422	$ 48,041
Hamilton County	$ 7,884	$ 279,588	$ 287,472
Hardee County	$ 2,625	$ 45,904	$ 48,529
Hendry County	$ 8,711	$ 149,941	$ 158,652
Hernando County	$ 40,495	$ 451,100	$ 491,595
Highlands County	$ 12,425	$ 204,468	$ 216,893
Hillsborough County	$ 722,850	N/A	$ 722,850
Holmes County	$ 1,633	$ 29,181	$ 30,814
Indian River County	$ 59,650	N/A	$ 59,650
Jackson County	$ 5,881	$ 103,030	$ 108,911
Jefferson County	$ 6,857	$ 243,433	$ 250,290
Lafayette County	$ 1,848	$ 66,167	$ 68,015
Lake County	$ 145,747	N/A	$ 145,747
Lee County	$ 470,938	N/A	$ 470,938
Leon County	$ 94,977	N/A	$ 94,977
Levy County	$ 3,926	$ 68,249	$ 72,175
Liberty County	$ 1,275	$ 45,642	$ 46,917

Madison County	$ 7,687	$ 272,810	$ 280,497
Manatee County	$ 150,150	N/A	$ 150,150
Marion County	$ 111,032	N/A	$ 111,032
Martin County	$ 67,024	N/A	$ 67,024
Miami-Dade County	$ 1,179,505	N/A	$ 1,179,505
Monroe County	$ 78,225	N/A	$ 78,225
Nassau County	$ 24,337	N/A	$ 24,337
Okaloosa County	$ 69,101	N/A	$ 69,101
Okeechobee County	$ 8,032	$ 138,141	$ 146,173
Orange County	$ 628,997	N/A	$ 628,997
Osceola County	$ 105,704	N/A	$ 105,704
Palm Beach County	$ 779,813	N/A	$ 779,813
Pasco County	$ 120,938	N/A	$ 120,938
Pinellas County	$ 502,659	N/A	$ 502,659
Polk County	$ 214,719	N/A	$ 214,719
Putnam County	$ 9,638	$ 160,558	$ 170,196
Saint Johns County	$ 87,898	N/A	$ 87,898
Saint Lucie County	$ 81,807	N/A	$ 81,807
Santa Rosa County	$ 37,751	N/A	$ 37,751
Sarasota County	$ 202,480	N/A	$ 202,480
Seminole County	$ 118,404	N/A	$ 118,404
Sumter County	$ 45,255	N/A	$ 45,255
Suwannee County	$ 19,467	$ 451,100	$ 470,567
Taylor County	$ 3,147	$ 55,281	$ 58,428
Union County	$ 2,661	$ 95,236	$ 97,897
Volusia County	$ 285,394	N/A	$ 285,394
Wakulla County	$ 5,189	$ 91,033	$ 96,222
Walton County	$ 22,825	N/A	$ 22,825
Washington County	$ 6,968	$ 246,904	$ 253,872
Municipal Library Systems			
Altamonte Springs	$ 7,128		$ 7,128
Apalachicola	$ 2,152		$ 2,152
Boynton Beach	$ 38,280		$ 38,280
Delray Beach	$ 32,303		$ 32,303
Fort Myers Beach	$ 20,756		$ 20,756
Hialeah	$ 27,898		$ 27,898
Lake Park	$ 5,591		$ 5,591
Lake Worth Beach	$ 9,423		$ 9,423
Lantana	$ 3,717		$ 3,717
Maitland	$ 11,191		$ 11,191

New Port Richey	$ 14,261		$ 14,261
North Miami	$ 16,086		$ 16,086
North Miami Beach	$ 20,082		$ 20,082
North Palm Beach	$ 16,087		$ 16,087
Oakland Park	$ 13,214		$ 13,214
Riviera Beach	$ 12,824		$ 12,824
Sanibel	$ 27,224		$ 27,224
West Palm Beach	$ 72,273		$ 72,273
Wilton Manors	$ 10,975		$ 10,975
Winter Park	$ 38,561		$ 38,561
Total	$ 9,610,276	$ 4,800,405	$ 14,410,681
Multicounty Cooperative Grants			
Heartland Library Cooperative			$ 450,000
New River Public Library Cooperative			$ 329,975
Northwest Regional Library System			$ 350,000
PAL Public Library Cooperative			$ 350,000
Panhandle Public Library Cooperative System			$ 347,215
Suwannee River Regional Library System			$ 350,000
Three Rivers Regional Library System			$ 366,201
Wilderness Coast Public Libraries			$ 350,000
Total			$ 2,893,391
Grand Total			$ 17,304,072

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Highlands County Board of County Commissioners for and on behalf of Highlands County Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Highlands County Board of County Commissionersfor and on behalf of Highlands County Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2024-25 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2022 - September 30, 2023.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2022 through June 30, 2025. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

a) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2022 through June 30, 2025. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2022 - September 30, 2023;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2022 - September 30, 2023 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

a) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2022 to June 30, 2025, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2022) and concludes with the end of the State of Florida's current fiscal year (June 30, 2025).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2022 – September 30, 2023) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: Thomas.Pena@dos.fl.gov

For the Grantee:

Laurie Hurner

Highlands County Library System
319 West Center Avenue Sebring Florida 33870
Phone: 863.402.6517
Email: lhurner@highlandsfl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2024-25 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which

are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of

State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, Florida Statutes. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

27. **Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.
The grantee shall also post their reports on their website, and the public agency shall post all reports to FACTS.

28. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

29. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

30. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

31. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

32. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

33. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

34. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

35. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

36. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

37. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

38. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).

39. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

40. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2024-25 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____	_____
Typed name and title	
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
_____	_____
Date	Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

      The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2024-25 State Aid to Libraries Final Grants

Florida Administrative Code

1B-2.011 Library Grant Programs.

(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) State Aid to Libraries Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contain guidelines and instructions; Certification of Credentials – Single Library Administrative Head (Form DLIS/SA01), effective xx-xxxx; Grant Agreement (Form DLIS/SA02), effective xx-xxxx; Annual Statistical Report Form for Public Libraries (Form DLIS/SA03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, xx-xxxx; Certification of Hours, Free Library Service and Access to Materials (Form DLIS/SA04), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(b) Public Library Construction Grants Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions; and Public Library Construction Grant Agreement (Form DLIS/PLC01), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(c) Library Cooperative Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG01), effective xx-xxxx; Grant Agreement (Form DLIS/LCG02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx; and the Florida Library Information Network Manual http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(d) The Library Services and Technology Act Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions, Library Services and Technology Act Grant Agreement (Form DLIS/LSTA01) http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, MLS Certification (Form DLIS/LSTA02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, and Certification Regarding Trafficking in Persons (Form DLIS/LSTA03).

(e) The Community Libraries in Caring Program Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective 04-10-12; which contains instructions and application (Form DLIS/CLIC01), effective 04-10-12; Annual Report (Form DLIS/CLIC02), effective 04-10-12; and Grant Agreement (Form DLIS/CLIC03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective 04-10-12.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History–New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, 4-7-15, 7-12-16, 7-6-17, 4-30-18, 11-19-18, 7-1-19, 3-17-20, 2-27-22, 5-4-23, x-x-xx.

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The **Highlands County Board of County Commissioners**,

(Name of library governing body)

governing body for the **Highlands County Library System**,

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2022 through June 30, 2025

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Chair, Library Governing Body Date

_____

Name (Typed)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Approve a new pay grade category 124.**

STATEMENT OF ISSUE

The County Administrator is requesting an additional paygrade, which will make 24 total pay grades. This additional paygrade will be held exclusively for the Assistant County Administrator and Assistant County Attorney positions. There are no annual pay increases tied to this addition paygrade. This simply cleans up the paygrade chart.

RECOMMENDED ACTION

Move to approve a new pay grade category 124.

FISCAL IMPACT

No fiscal impact.

Attachments: Pay grades effective 11-7-24.pdf

Highlands County Board of County Commisioners Pay Grades

Effective November 7, 2024

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 31,200.00	$ 40,560.00	$ 49,920.00	60.0%	-
102	$ 32,760.00	$ 42,588.00	$ 52,416.00	60.0%	5.00%
103	$ 34,398.00	$ 44,717.40	$ 55,036.80	60.0%	5.00%
104	$ 36,117.90	$ 46,953.27	$ 57,788.64	60.0%	5.00%
105	$ 37,923.80	$ 49,300.93	$ 60,678.07	60.0%	5.00%
106	$ 39,819.98	$ 51,765.98	$ 63,711.98	60.0%	5.00%
107	$ 41,810.98	$ 54,354.28	$ 66,897.57	60.0%	5.00%
108	$ 43,901.53	$ 57,071.99	$ 70,242.45	60.0%	5.00%
109	$ 46,096.61	$ 59,925.59	$ 73,754.58	60.0%	5.00%
110	$ 48,401.44	$ 62,921.87	$ 77,442.30	60.0%	5.00%
111	$ 50,821.51	$ 66,067.97	$ 81,314.42	60.0%	5.00%
112	$ 53,362.59	$ 69,371.36	$ 85,380.14	60.0%	5.00%
113	$ 56,030.72	$ 72,839.93	$ 89,649.15	60.0%	5.00%
114	$ 58,832.25	$ 76,481.93	$ 94,131.61	60.0%	5.00%
115	$ 61,773.87	$ 80,306.03	$ 98,838.19	60.0%	5.00%
116	$ 64,862.56	$ 84,321.33	$ 103,780.09	60.0%	5.00%
117	$ 68,105.69	$ 88,537.39	$ 108,969.10	60.0%	5.00%
118	$ 71,510.97	$ 92,964.26	$ 114,417.55	60.0%	5.00%
119	$ 75,086.52	$ 97,612.48	$ 120,138.43	60.0%	5.00%
120	$ 78,840.85	$ 102,493.10	$ 126,145.35	60.0%	5.00%
121	$ 82,782.89	$ 107,617.75	$ 132,452.62	60.0%	5.00%
122	$ 86,922.03	$ 112,998.64	$ 139,075.25	60.0%	5.00%
123	$ 91,268.13	$ 118,648.57	$ 146,029.02	60.0%	5.00%
124	$ 95,831.54	$ 124,581.00	$ 153,330.47	60.0%	5.00%

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 15.00	$ 19.50	$ 24.00	60.0%	-
102	$ 15.75	$ 20.48	$ 25.20	60.0%	5.00%
103	$ 16.54	$ 21.50	$ 26.46	60.0%	5.00%
104	$ 17.36	$ 22.57	$ 27.78	60.0%	5.00%
105	$ 18.23	$ 23.70	$ 29.17	60.0%	5.00%
106	$ 19.14	$ 24.89	$ 30.63	60.0%	5.00%
107	$ 20.10	$ 26.13	$ 32.16	60.0%	5.00%
108	$ 21.11	$ 27.44	$ 33.77	60.0%	5.00%
109	$ 22.16	$ 28.81	$ 35.46	60.0%	5.00%
110	$ 23.27	$ 30.25	$ 37.23	60.0%	5.00%
111	$ 24.43	$ 31.76	$ 39.09	60.0%	5.00%
112	$ 25.66	$ 33.35	$ 41.05	60.0%	5.00%
113	$ 26.94	$ 35.02	$ 43.10	60.0%	5.00%
114	$ 28.28	$ 36.77	$ 45.26	60.0%	5.00%
115	$ 29.70	$ 38.61	$ 47.52	60.0%	5.00%
116	$ 31.18	$ 40.54	$ 49.89	60.0%	5.00%
117	$ 32.74	$ 42.57	$ 52.39	60.0%	5.00%
118	$ 34.38	$ 44.69	$ 55.01	60.0%	5.00%
119	$ 36.10	$ 46.93	$ 57.76	60.0%	5.00%
120	$ 37.90	$ 49.28	$ 60.65	60.0%	5.00%
121	$ 39.80	$ 51.74	$ 63.68	60.0%	5.00%
122	$ 41.79	$ 54.33	$ 66.86	60.0%	5.00%
123	$ 43.88	$ 57.04	$ 70.21	60.0%	5.00%
124	$ 46.07	$ 59.89	$ 73.72	60.0%	5.00%

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Rosa Morales, Budget Analyst II / NAV** **Karen Lepera, NAV Specialist**
SUBJECT/TITLE:	**Request approval to declare a 2015 Wee Doo and 2015 Loma Trailer surplus and allow items to be sold.**

STATEMENT OF ISSUE

In 2015, the Wee Doo and trailer were purchased with Placid Lakes SBD funds for the use of cleaning debris from the canals in the District. Volunteers from the District would clean the canals but unfortunately, they no longer have volunteers to use the Wee Doo to clean the canals. In the past couple of years, the District has contracted a vendor to do an annual canal cleaning. The District would like to continue contracting a vendor for the canal cleaning and have decided they no longer have a need for the Wee Doo and Trailer and should sell the assets.

RECOMMENDED ACTION

Move to approve to declare a 2015 Wee Doo and 2015 Loma Trailer surplus and allow items to be sold.

FISCAL IMPACT

Fiscal impact to Fund 107 (Placid Lakes SBD) is unknown until assets are sold.

Attachments: PLD00029.pdf

Mail To:
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
4320 GEORGE BLVD
SEBRING, FL 33875

CO/AGY 27 / 1 T# 854135965
B# 944989

FLORIDA VESSEL REGISTRATION

FL/DO # **FL5969PX** DECAL **00783104** Expires **Midnight Fri 6/30/2017** PLD00030

YR/MK	**2015/999**	BODY	**VS**			Reg. Tax	3.00	Class Code	104
HIN	**GRB10031A915**			TITLE	**118811237**	Init. Reg.		Tax Months	25
HULL	**FBGLSS**	PROPUL	**IN/OUT**	FUEL	**ELECT**	County Fee	5.50	Back Tax Mos	
USE	**GOV'T**	TYPE	**OTHER**	LENGTH	**10'11"**	Mail Fee		Credit Class	
DL/FEID	-					Sales Tax		Credit Months	
Date Issued	**5/12/2015**					Voluntary Fees			
						Grand Total	8.50		

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
4320 GEORGE BLVD
SEBRING, FL 33875

IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 20 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
4320 GEORGE BLVD
SEBRING, FL 33875

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 27 / 1 T# 854136550
B# 944989

FLORIDA TRAILER REGISTRATION

PLATE **TD8306** DECAL Expires **NO EXPIRATION** PLD00030

YR/MK	**2015/LOMA**	BODY	**TL**				
VIN	**4YPAB1514FT051367**			TITLE			
Plate Type	**NVR**	NET WT	**600**				
DL/FEID	-						
Date Issued	**5/12/2015**	Plate Issued	**5/12/2015**				

Reg. Tax	36.30	Class Code	97
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	
Mail Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
Grand Total	39.30		

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
4320 GEORGE BLVD
SEBRING, FL 33875

BILL OF SALE

I do hereby sell this trailer/moped to: _____, and declare it to be free of all liens and encumbrances. Date of Sale: _____ Selling Price: _____
Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.
Seller's Signature:

_____

Purchaser's Signature:

_____

NVR - COUNTY VEHICLES PLATE ISSUED X

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ACQUISITION / DISPOSITION REPORT

Property Record #r PLD00030 Dept/Cost Center 7987 156400

ITEM DESCRIPTION - MAKE - MODEL - YEAR	LOCATION: 21001000
Weedoo 300 SXBH	Placid Lakes S.B.D.
MANUFACTURER: Weedoo Greanboat Inc	MANUFACTURER SERIAL #:
ADDITIONAL INFORMATION ABOUT THE ITEM Boat Decal - FL5969PX Trailer Tag - TD8306	Boat - GRB10031A915 Trailer - 4YPAB1514FT051367

ACQUISITION

☑ NEW ☐ USED

PO#: ~~15906~~ 150906 VENDOR #: 20328

VENDOR NAME: Weedoo Greanboat INC

VOUCHER #_____ CHECK #_____

DATE ACQUIRED: 05-05-15

PURCHASE PRICE: $47,600.00 (+)

FREIGHT CHARGES: $_____ (+)

INSTALLATION CHARGES: $_____ (+)

LESS DISCOUNTS: $11,900.00 (-)

TOTAL PAYMENT: $_____

PLUS TRADE IN ALLOWANCE: $_____ (+)

NET ACQUISITION COST: $35,700.00

IF DONATED - IT IS FROM:

VALUE OF DONATION** $_____

DISPOSITION

TO:_____

☐ TRANSFERRED ☐ SOLD

☐ TRADED ☐ JUNKED

☐ PILFERAGED ☐ DONATED**

REASON FOR DISPOSAL:_____

DISPOSITION AMOUNT: $_____

AMOUNT REALIZED (SOLD) $_____

AUTHORITY:

DATE OF ACTION:_____

DATE POSTED TO UNIX:_____

COMMENTS:_____

** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION

TYPED/PRINTED NAME & TITLE: Bea Johnson	TYPED/PRINTED NAME & TITLE:
SIGNATURE Bea Johnson	SIGNATURE
DATE 3/19/2015	DATE

ORIGINAL TO ACCOUNTING / YELLOW TO PURCHASING / PINK TO FINANCE / GOLD TO DEPARTMENT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Casey Hartt, Tourism Lead Marketing Consultant** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of the agreement between Madden Preprint Media LLC and Highlands County for monthly website maintenance services for VisitSebring.com, the Tourist Development Council's website.**

STATEMENT OF ISSUE

During the regular meeting on June 4, 2024, the Board of County Commissioners voted to enter into a piggyback agreement with Madden Preprint Media LLC for a complete redesign of VisitSebring.com. However, in place of the monthly maintenance pricing laid out in Section 3.B and Section 5.B. of the piggyback website redesign agreement, Madden has agreed to maintain their historic monthly pricing for website maintenance of VisitSebring.com. The approval of this agreement would replace Section 3.B and Section 5.B. of the piggyback website redesign agreement (Exhibit A), which would maintain the historic monthly pricing as outlined in Exhibit B for a period of 3 years, retroactively beginning on October 1, 2024, and with option to extend the agreement when in the best interest of the County upon mutual agreement between the County and Madden.

RECOMMENDED ACTION

Move to approve the agreement between Madden Preprint Media LLC and Highlands County for monthly website maintenance services for VisitSebring.com, the Tourist Development Council's website.

FISCAL IMPACT

The Fiscal Impact would be decrease of $2,000 in monthly expenses to Fund 152 (Tourist Development Trust) for website maintenance of VisitSebring.com, as this would be replacing a $2,530.00 monthly expense previously agreed to in the piggyback website redesign agreement with instead a monthly expense of $530.00. Funds for the $530.00 monthly website maintenance fee to come from Fund 152 (Tourist Development Trust).

Attachments: Madden Maintenance Agreement - MM signed and notarized.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Madden Preprint Media LLC, 31 North 6th Avenue, Suite 105-157, Tucson, Arizona 85701, hereinafter referred to as the "CONTRACTOR" (the "Parties", and each a "Party").

WITNESSETH:

WHEREAS, the CONTRACTOR has historically provided monthly website maintenance services to the COUNTY for the COUNTY's Tourist Development website, "Visit Sebring" (the "Website"), pursuant to the Highlands County Purchasing Manual, Section 22, Small Purchases; and

WHEREAS, on June 4, 2024, the COUNTY and CONTRACTOR entered into a piggyback agreement to complete a redesign of the Website ("Piggyback Agreement"); and

WHEREAS, pursuant to the Highlands County Purchasing Manual, Section 8, Standardization, negotiation for services is exempt from the formal solicitation process when such negotiation results in the capitalization of purchasing economies and provides other benefits such as maintenance efficiency and interchangeability; and

WHEREAS, the CONTRACTOR has agreed to maintain its historic monthly pricing to COUNTY to maintain the Website, resulting in a purchase economy, compatibility, and standardization benefit to the COUNTY; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to enter into a separate agreement for the maintenance of the Website and forgo use of the Piggyback Agreement for maintenance services; replacing Section 3.B. and Section 5.B. of Exhibit "A" to the Piggyback Agreement.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years retroactively beginning on October 1, 2024, and may be extended when in the best interest of the COUNTY and upon mutual agreement of the parties.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY, with the exception of the CPBM responsibilities; however, the CONTRACTOR is fully responsible for the satisfactory completion of any subcontracted work.

D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in **Exhibit "A"**.

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

G. CONTRACTOR grants to COUNTY a nonexclusive, non-transferable, limited license to access and utilize the Madden Media's Business Intelligence Platform for analytics and evaluations within the COUNTY's business. COUNTY may extract information from the Voyage Data sets for analyses. In no case shall COUNTY

share or resell the Voyage data Sets (i.e. raw data) to partners or any other third party.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in termination of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and deletes and replaces Section 5.B. of Exhibit "A" to the Piggyback Agreement. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoices must be submitted monthly. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. Monthly amount due
v. Purchase Order number

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE (including owned, hired, and non-owned autos): One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

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

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

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

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation of Florida law and Federal law for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy must include Employer's Liability with a limit of $100,000.00 each accident, $100,000.00 each employee, $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognition of the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

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

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

C. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, liabilities, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the

CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class certified mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
ATTN: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Madden Preprint Media LLC
Sarah Hupp Foster
31 N 6th Ave Suite 105-157
Tucson, AZ 85701

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. NONDISCRIMINATION.

The CONTRACTOR represents that it has full knowledge of the requirements contained in Section 287.134, Florida Statutes, and any applicable federal laws or regulations relating to discrimination and that by executing this Agreement, assures to COUNTY that neither CONTRACTOR, nor its agents, officers, employees, or subcontractors is on the discriminatory vendor list and that it is otherwise in compliance with Section 287.134, Florida Statutes, and any applicable federal laws or regulations.

SECTION 30. SCRUTINIZED COMPANIES.

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

SECTION 31. JOINT AUTHORSHIP.

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

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. SOVEREIGN IMMUNITY.

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

SECTION 35. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. ATTACHMENTS

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1 day of October, 2024.

HIGHLANDS COUNTY

Kevin J. Roberts, Chair, Highlands County Board of County Commissioners

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: [signature]

Print: Sarah Hupp Foster

Title: COO, madden media

STATE OF Arizona
COUNTY OF Pima

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of SARAH HUPP FOSTER, as COO, of MADDEN MEDIA, 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 AZ DRIVER'S LICENSE as identification, and who did/did not take an oath this 22nd day of October, 2024.

(stamp)

KRISTI CATON
Notary Public - Arizona
Pima County
Commission # 648372
My Comm. Expires May 22, 2027

[signature]

NOTARY PUBLIC, State of ~~Florida~~ Arizona

AGREEMENT

THIS AGREEMENT 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 MADDEN PREPRINT MEDIA LLC, 31 North 6th Avenue, Suite 105-157, Tucson, Arizona 85701, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has determined that it is in its best interest to make a purchase, utilizing that Professional Services Agreement between the County of Alachua, Florida and the CONTRACTOR, dated November 16, 2023, attached hereto as **Exhibit "A"**, and made a binding part hereof by this reference, hereinafter referred to as the "Cooperative Contract", which was competitively solicited for and negotiated by the County of Alachua through RFP 23-399; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the COUNTY; and,

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

SECTION 1. TERM.

This Agreement is effective on the date of execution by the COUNTY and continues until the completion by CONTRACTOR, which shall be no later than January 31, 2025, and acceptance by the COUNTY, of the redesign/build out of the Visit Sebring, Highlands County website (https://www.visitsebring.com) (hereinafter referred to as the "Website").

Following acceptance by the COUNTY of the redesign/build out of the Website, this Agreement shall continue for a period of two years for yearly maintenance of the Website ("maintenance period"), unless earlier terminated as provided by the terms contained within the Cooperative Contract.

Pursuant to Article 3.B., **Term** of the Cooperative Contract, the term of this Agreement may be extended for two (2) additional two (2) year terms.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the COUNTY as set forth in the Cooperative Contract for those services necessary for the redesign/build out of the Website, as needed by the COUNTY.

CONTRACTOR shall submit invoices to the County at the following address, unless otherwise directed by the County:

Visit Sebring

501 S. Commerce Ave.
Sebring, FL 33870

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

Any reference to "County Manager" in the Cooperative Contract is substituted with "County Administrator" for purposes of this Agreement, any reference to "Alachua County" in the Cooperative Contract is substituted with "Highlands County" for purposes of this Agreement, any reference to "Gainesville" in the Cooperative Contract is substituted with "Sebring" for purposes of this Agreement, and any reference to "Professional" is substituted with "CONTRACTOR" for purposes of this Agreement.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

COUNTY:	Highlands County Attn: Laurie Hurner, County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, Townsend & Sutphen, P.A. Sherry G. Sutphen, Esquire 255 S. Orange Ave, Suite 750 Orlando, Florida 32803 Ssutphen@roperpa.com
CONTRACTOR:	Madden Preprint Media LLC Sarah Hupp Foster 31 N 6th Ave Suite 105-157 Tucson, AZ 85701

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of **Exhibit "A"** attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this Agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may

have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
COUNTY RECORDS MANAGER
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 for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. 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.

SECTION 16. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG

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

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 4th day of June., 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY

Kevin J. Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, County Attorney

CONTRACTOR

Print: Sarah Hupp Foster

Title: COO

STATE OF AZ
COUNTY OF Pima

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Sarah Hupp Foster, as Representative, of Madden Media, 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 Arizona State Drivers License as identification, and who did/did not take an oath this 20th day of May, 2024.

(stamp)

JOSHUA [illegible] NOTARY PUBLIC

NOTARY PUBLIC

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY & MADDEN PREPINT MEDIA LLC, FOR THE REDESIGN OF THE VISIT GAINESVILLE, ALACHUA COUNTY WEBSITE, NO. 13931

This Professional Services Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Madden Prepint Media LLC, a Foreign Limited Liability Corporation, which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal 23-399 seeking qualified professionals to redesign the Visit Gainesville, Alachua County website; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.

2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide services necessary to the redesign of the 'Visit Gainesville, Alachua County' website, http://VisitGainesville.com ("Website"), as more particularly described in the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. Professionals acknowledge that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

3. **Term**.

   A. This Agreement is effective on the day the last Party signs it and continues until the completion by the Professional, and acceptance by the County, of the new/redesigned Website as described in Exhibit 1, unless earlier terminated as provided herein.

   B. Following the acceptance of the Website by the County's Tourism Manager, this Agreement shall continue for a period of two years for yearly maintenance of the Website ("maintenance period"), unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 2 year term(s).

4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:

   A. Professional is qualified to provide the Services required by this Agreement.
   B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such

Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency.

C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.

D. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment**.

A. The County will pay and Professional will accept a lump sum of **$84,460.00** for the programming, design/redesign, and creation of the Website and for the Services provided for the County.

B. After the completion of the Website and the Services by the Professional, and acceptance by the County, the County agrees to pay the Professional during the maintenance period an amount not to exceed $30,360.00 annually, payable at $2,530.00 monthly for the maintenance of the Website.

C. As a condition precedent for any payment, Professional must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Visit Gainesville
33 N. Main Street
Gainesville, FL 32601

D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

F. The County's performance and obligation to pay under this Agreement is contingent

upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance**. Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "2"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "2-A"**.

7. **Deliverables**. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

8. **Personnel**.

A. Professional will ensure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The Professional shall ensure that no barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name	Function
Danah Heye,	Director of Business Development
Lauren Hartog,	Account Strategist
Curtis Thompson,	SVP Technology
Ethan Steigerwald,	MarTech Director
Pierce Hicks,	MarTech Strategist
Katy Livingston,	Sr. Creative Director
Jon Aritgas,	Art Director

EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

With respect to any Services, work or goods provided under or arising from this Agreement, the Professional shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees and costs, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Professional's products or County's operation or use of Contractor's products or Services in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or is likely to become the subject of such a suit, the Professional may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Professional hall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

12. **Notice**. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, or email to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing or email address by giving the other Party, written notice of election to change the address.

To Professional	To County:
Madden Prepint Media LLC	Visit Gainesville, Alachua County 33 N. Main Street Gainesville, FL 32601

31 N 6th Ave Suite 105-157
TUCSON, AZ 85701
jhurov@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

13. **Standard Clauses**.

A. Public Records. In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
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 law or as otherwise provided by law.
3. 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 term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than $50.000.00, Professional shall pay to County the Overcharged Amount

and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract

was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional 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 Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review

and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: _____

Print: Sarah Hupp Foster

Title: COO

Date: 10/20/23

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary Alford, Chair
Board of County Commissioners

Date: Nov 16, 2023

ATTEST

_____
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Approved as to form:

DocuSigned by:
Diana Johnson
_____
Alachua County Attorney's Office

Exhibit 1: Scope of Services

The Professional shall redesign the Visit Gainesville, Alachua County Website. The Services provided by the profession include, but are not limited to, the following.

1. Website Development and Design

1.1. The Professional will select a Content Management System (CMS) and technology for the website environment, including discovery, branding, and overall design best practices.
1.2. The Professional should provide at least 3 unique designs for County review.
1.3. The Professional will be responsible for conducting a full discovery, including:
1.3.1. Gathering complete technical requirements in initial discovery for assessment of Alachua County tourism needs, providing a CMS solution and guidance in designing and coding a new Alachua County tourism website (VisitGainesville.com)
1.3.2. Recommendation of new website properties and technologies.
1.3.3. Providing at least three unique working site outlines and wireframes, including a site map, and concept design (artwork concept and layout).
1.3.4. Migration plan and implementation timeline from current website to new website, including usernames, passwords, access and any other requirements for migration.
1.3.5. Plan for beta testing with description of the sample size of testers and length of testing;
1.3.6. Archiving and documenting of the initial programming and coding of the redesigned website provided to the County for subsequent usage and maintenance.

2. Design Requirements

2.1. The website will have a dynamic, unified look and feel consistent with Visit Gainesville, Alachua County's brand standards, and be responsive in design.
2.2. Site must have the capability to display forms such as a "contact us" submission form that sends information via email directly to Tourism staff.
2.3. A printable and sharable events calendar that allows for images and rich media to be included into the details.
2.4. Create and maintain partner pages, including the ability for Alachua County Tourism staff to be able to create and manage user accounts and profiles.
2.5. Auditing and logging of user activity.
2.6. Develop training manuals for staff to be able to change content, assets, and documentation on all pages of the website to adapt for future needs.
2.7. The website must be able to integrate with existing and future social media platforms (Facebook, Instagram, Twitter, etc).
2.8. Incorporate Google analytics and Google Tag Manager.
2.9. Incorporate a predictive search function.
2.10. Allow for Google map integration.

2.11. Include a plan and implementation of Search Engine Optimization (SEO) best practices.
2.12. Ability to activate the website into an Emergency Mode, displaying an important banner and message.
2.13. Integrated system for creation and distribution of the What's Good event guide across the web platform and in the Constant Contact system.

3. Technical Requirements

3.1. Recommended hardware server requirements and configuration.
3.2. Functional and quality assurance testing on the website includes:
3.3. Compatible with all operating systems and browsers, including mobile.
3.4. The website should be designed to HTML5 standards and be ADA Compliant (WCAG 2.1).
3.5. Screen resolutions and image quality including responsiveness for mobile devices and tablets. Assistive technologies to meet standard ADA requirements, including color blindness and text sizing.
3.6. Site must be able to be rendered in different languages.
3.7. All interaction with other systems or widgets will integrate gracefully, including CSS files.
3.8. Web solutions should not require Silverlight, Java, or Flash.
3.9. Ability to manage Meta Information and Open Graph information.
3.10. Page load times minimized and considered.
3.11. Site supports SSL fully, including all supporting assets.
3.12. Cookies set with "secure" attribute.
3.13. HTTP site and www site at the same domain name should serve only to redirect people anonymously to the correct HTTPS URL

4. Professional Support and Retainer Services

4.1. Maintain the website including any custom code, plugins, and third-party software that is required for the website to function;
4.2. Back up all content, assets, and code for the website to a disaster recovery (a fail-safe environment) and quality assurance servers.
4.3. Provide priority emergency support for any hacks, downtime and broken links (HTTP 404) found on the website, and restore the site in no more than one calendar day at no cost;
4.4. Maintain critical out-of-band security/plugin updates that require immediate action and resolution by testing and applying on monthly scheduled dateime (during nonpeak hours) and including providing recommendations of any plugins that are outdated that need to be replaced to ensure a cohesive functionality of the website that remains responsive, proactive, and intuitive for user experience;
4.5. Ensure browser support and compatibility;

4.6. Provide a secure and regularly monitored service and data environment to protect against malware, intrusion, phishing, and other forms of hacking and spamming or open ports that adheres to the best practices in web and data security. Controls must be in place to secure all data and provide full back up, so that the website is up with little downtime;
4.7. Ensure downtime is minimized, with a guaranteed response time and reporting mechanisms to log activity, debugging, traffic monitoring, server health and compatibility issues.
4.8. SEO site checkup and results reporting on a monthly basis;
4.9. Evidence of tracking analytics, including an audit log of user activity and monitoring on the backend of the website, which will be provided on a monthly basis;
4.10. Researching and identifying evolving technologies and trends in website and social media, evaluate opportunities, and recommend any digital components to further enhance the website; and
4.11. Provide core personnel and subcontractor contact information, username and level of access relevant to all aspects of the website, especially during on-call and emergency disaster needs.

5. Project Planning and Reports

5.1. Project management including, without limitations, status reports, development and management of timelines, project budgets and estimates, and ensuring effective, timely and cost-efficient delivery of projects;
5.2. Manage and implement cohesive project/campaign strategies in a collaborative environment with departmental staff and other agencies of record;

6. Change Orders and overall changes to project scope.

6.1. Accountability for budget control for multiple projects and timely, accurate invoicing.
6.2. Professional must obtain written authorization in advance of all work and bill Alachua County monthly with detailed supporting documentation attached to all invoices to ensure proper backup;
6.3. Provide all Change Orders in writing via email for items outside the scope of the accepted project so that Alachua County Tourism staff and Procurement can review, approve and follow Procurement process.

7. Security Best Practices

7.1. The site shall be a stand-alone site and not require Alachua County Network access.
7.2. All Security Updates and Patches should be done in a timely manner.
7.3. The website should not list any County emails but should use forms to communicate to Alachua County staff (hiding internal emails).
7.4. Ensure that website redirects are handled in a secure manner.

7.5. Professional will work with the Alachua County Tourism staff for implementation and maintenance of the website so Alachua County Tourism staff will have knowledge for general troubling shooting purposes.
7.6. All website maintenance shall be done in accordance with industry best practices to include monthly patching and updates to reduce the risk of security vulnerabilities.
7.7. Professional will setup a production and testing website environment.
7.8. Updates to the website will be coordinated with Alachua County Tourism.
7.9. Work with Alachua County to review and coordinate all Disaster Recovery Site Plans. Service Level Agreements and Timing of Backups for Site Restoration Purposes.

Exhibit 2: Insurance Requirements

TYPE "B" INSURANCE
REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate,

$1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
B. Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.
Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **CYBER LIABILITY COVERAGE (when applicable)**
Vendor shall procure and maintain for the life of the contract in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of $1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. **OTHER INSURANCE PROVISIONS**.
A. The policies are to contain, or be endorsed to contain, the following provisions:
B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor: or automobiles owned, leased, hired or borrowed by the Contractor.
2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VII. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

Exhibit 2-A: Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2023

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

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

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260	**CONTACT NAME:** Tammy Demeter **PHONE (A/C, No, Ext):** 602-956-2250 **FAX (A/C, No):** **E-MAIL ADDRESS:** tdemeter@lovitt-touche.com
INSURED MADDPRE-C1 Madden Preprint Media, LLC, dba: Madden Media 345 E. Toole Ave Tucson AZ 85701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : Hartford Fire Insurance Company — 19682 INSURER C : Hartford Accident and Indemnity Company — 22357 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1911509834 **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	Y	Y	59SBAAE5XW9	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	Y	Y	59SBAAE5XW9	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y		59SBAAE5XW9	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	59WECAS7WZW	12/31/2022	12/31/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						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
B	Professional Liability			59OH034450423	1/1/2023	1/1/2024	Each Claim Aggregate Retroactive Date	2,000,000 2,000,000 05/24/2019

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

The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability, Automobile Liability, Workers' Compensation (WOS only) when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

Supporting endorsements attached include: SL3032 (06/21), SL0000 (10/18), WC000313, WC040306 & WC420304B, SU0002 (10/18)

CERTIFICATE HOLDER

Visit Gainesville
33 N Main St
Gainesville FL 32601

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises, or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

DocuSign Envelope ID 6E6DCDDA-8F44-4B21-9219-910336EC7B66

BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE	Beginning On Page
A. COVERAGES	**1**
Business Liability	**1**
Medical Expenses	**2**
Coverage Extension - Supplementary Payments	**2**
B. EXCLUSIONS	**3**
C. WHO IS AN INSURED	**12**
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	**14**
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	**15**
1. Bankruptcy	**15**
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	**15**
3. Legal Action Against Us	**16**
4. Separation Of Insureds	**16**
5. Representations	**16**
6. Other Insurance	**16**
7. Transfer Of Rights Of Recovery Against Others To Us	**18**
F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	**18**

DocuSign Envelope ID 6E6DCDDA-8F44-4B21-9219-910336EC7B66

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident.

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations,

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

THE HARTFORD

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site.

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

THE HARTFORD

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AS7WZW **Endorsement Number:**
Effective Date: 12/31/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Madden Preprint Media, LLC,
345 E TOOLE AVE
TUCSON AZ 85701

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 12/01/22

Policy Expiration Date: 12/31/23

DocuSign Envelope ID 6E6DCDDA-8F44-4B21-9219-910336EC7B66

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AS7WZW **Endorsement Number:**
Effective Date: 12/31/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Madden Preprint Media, LLC,
345 E TOOLE AVE
TUCSON AZ 85701

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations
   All Texas Operations

3. Premium
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

Exhibit "B"

31 N 6th Ave.
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
mmcontracts@maddenmedia.com

Contract Number	00009268
Expiration Date	9/30/2024

Account Name	Highlands County/Visit Sebring	Bill To Account	Highlands County/Visit Sebring
Contact Name	Reagan Fultz	Bill To Account Address	501 South Commerce Ave Ste 3 Sebring, FL 33870
Email	rfultz@highlandsfl.gov		

Product	Sales Price	Quantity	Total Price
Website Maintenance includes hosting (Monthly)	USD 530.00	12.00	USD 6,360.00

Description	12 months website hosting and maintenance for VisitSebring.com from October 2024 through September 2025	Subtotal	USD 6,360.00
		Grand Total	USD 6,360.00

Terms & Conditions

Madden Media Standard Terms & Conditions for Digital Marketing Services
https://maddenmedia.com/mm_digital_terms

Madden Media Standard Terms & Conditions for Print Production and Advertising Services
https://maddenmedia.com/mm_print_terms

Madden Media Standard Terms & Conditions for Professional Services
https://maddenmedia.com/mm_prof_services_terms

Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services
https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2024

PRESENTER: **Valerie Fleeger, Sr. Budget Analyst**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-023 for Budget Amendment 23-24-190 for SHIP Projects 20366, 21366, and 22366 clean up.**

STATEMENT OF ISSUE

This budget amendment is necessary to bring fund balance forward of SHIP ADMIN (5366) funds for Project 21366 to increase and zero out account 51200Z Project Regular Salaries. This will also realign SHIP PROGRAM (5367) funds to various strategies as needed for current program needs in Project 20366 and Project 21366 and realign SHIP ADMIN funds in Project 22366. This will close out Project 20366 but will not close out Project 21366 or Project 22366 as there are still SHIP Program funds currently remaining and available.

RECOMMENDED ACTION

Move to adopt resolution 24-25-023 for budget amendment 23-24-190 for SHIP Projects 20366, 21366, and 22366 clean up.

FISCAL IMPACT

The fiscal impact is an increase to Fund 166 (SHIP), Project 21366 in the amount of $19,032.29 and a decrease to Project 20366 in the amount of $19.07 for a net fiscal impact of $19,013.22. In addition, there is a funding realignment of $3,557.20 in Project 21366 as well as $500.00 in Project 22366.

Attachments: 23-24-190 SHIP EOY Clean Up (BA).pdf
23-24-190R SHIP EOY Clean Up (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 24, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/4/2024** SUBMITTED BY: **OMB**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5366 / 5367**

PROJECT(S) #: **20366 / 21366 / 22366** PROJECT TITLE(S): **SHIP PH 29 / SHIP PH 30 / SHIP PH 31** COST CENTER TITLE(S): **SHIP Admin / SHIP Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3999100Z	Project Fd Bal Forward	21366	652,490.29	19,013.22		671,503.51
E	166	5366	51200Z	Project Regular Salaries	21366	53,092.27	19,013.22		72,105.49
R	166		3999100Z	Project Fd Bal Forward	20366	86,722.17		19.07	86,703.10
E	166	5367	54942Z	Emergency Housing Asst	20366	19.07		19.07	0.00
R	166		3999100Z	Project Fd Bal Forward	21366	671,503.51	19.07		671,522.58
E	166	5367	54937Z	Proj Foreclose Intervent	21366	16,091.55	19.07		16,110.62

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

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-190**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 10/13/2023

RESOLUTION NO. 24-25-023

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-190 TO THE STATE HOUSING IMPROVEMENT PROGRAM FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-190 is hereby approved and authorized to bring fund balance forward for project #21366 in the amount of $19,013.22 and to realign funding for SHIP Project #20366, #21366 and #22366 for FY23/24. The net fiscal impact is an increase in the amount of $19,013.22.

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 7th day of November, 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: Nov 7, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-013 to transfer funds for the vehicle purchase in Community Programs that has been recently received.**

STATEMENT OF ISSUE

On 10-1-24, budget amendment 23-24-186 was brought to the Board for approval to clean up cost centers that were negative or needed additional funding. The Board approved this budget amendment which included funding for a vehicle for the Community Program's director to use when visiting her different departments spread around the county. When the purchases order was pulled, it was charged to cost center 2111 but subsequently it has been determined that it should be posted to director's Community Program cost center (5200). This budget amendment is making this correction.

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-013 to transfer funds for the vehicle purchase in Community Programs that has been recently received.

FISCAL IMPACT

The fiscal impact of $25,206.05 to Fund 005 (General) is a transfer from cost center 2111 (Central Services) to cost center 5200 (Community Programs), account 56400 (Machinery & Equipment) for a net fiscal impact of $0.00.

Attachments: 24-25-013 Comm. Prog. Vehicle Xfer Funding.pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/25/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111, 5200**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Central Services, Community Programs**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**2111**	**56400**	**Machinery & Equipment**		**25,206.05**		**25,206.05**	**0.00**
E	**005**	**5200**	**56400**	**Machinery & Equipment**		**0.00**	**25,206.05**		**25,206.05**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funding from cost center 2111 to cost center 5200 for Community Program director's vehicle purchase.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-013**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 11/07/2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-018 for Budget Amendment 23-24-189 to reallocate ARPA funds.**

STATEMENT OF ISSUE

This budget amendment is necessary to reallocate ARPA funds provided for the following SNL projects: Auto Flushing Stations project # 21084, SNL Unit 23 Modifications project #21089, and SNL Bypass Pump project # 21086.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-018 for Budget Amendment 23-24-189 to reallocate ARPA funds.

FISCAL IMPACT

The fiscal impact. to Fund 005 (General) is a decrease to Project 21084 (SNL Auto Flushing Stations) and Project 21089 (SNL Unit 23 Modifications) in the amounts of $404.00 and $307.00, respectively. These funds ($711.00) are being transferred to Project 21086 (SNL Bypass Pump) for a net fiscal impact of $0.00.

Attachments: 23-24-189R SNL Sebring ARPA Realigning Project Funds (Resolution).pdf
23-24-189 SNL Sebring ARPA Realigning Project Funds (BA).pdf

RESOLUTION NO. 24-25-018

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-189 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 23-24-189 is hereby approved and authorized to reallocate ARPA funds from SNL Auto Flushing Stations project # 21084 ($404.00) and SNL Unit 23 Modifications project #21089 ($307.00) to SNL Bypass Pump project # 21086 in the total amount of $711.00 with a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of November 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
October 18, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/17/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111**

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **Central Services**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21084	45,463.00		404.00	45,059.00
E	005	2111	58102Z	Govt Agency-Admin/Govt	21084	45,463.00		404.00	45,059.00
R	005		3999100Z	Project Fd Bal Forward	21089	307.00		307.00	0.00
E	005	2111	58102Z	Govt Agency-Admin/Govt	21089	307.00		307.00	0.00
R	005		3999100Z	Project Fd Bal Forward	21086	310,000.00	711.00		310,711.00
E	005	2111	58102Z	Govt Agency-Admin/Govt	21086	310,000.00	711.00		310,711.00

REASON: **To realigning ARAP funding between projects to close out remaining budget balance for all SNL Sebring approved funding.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-189

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

2 of 2

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-189

FUND(S)	FUND TITLE(S)
005	General Fund

COST CTR(S)	COST CENTER TITLE(S)
2111	Central Services

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	2111	21084	SNL Auto Flushing Stations
005	2111	21086	SNL Bypass Pump
005	2111	21089	SNL Unit 23 Modifications

Form Revised 10/13/2023

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 24-25-022 for Budget Amendment 24-25-012 to set up Project 24022, a grant from the Highlands County Hospital District Board to the Highlands County Children's Advocacy Center.**

STATEMENT OF ISSUE

The Highlands County Hospital District Board has allocated $42,688.00 in grant dollars to the Highlands County Children's Advocacy Center to be used for contractual services to provide Child Protection Team Services to Children's Advocacy Center Clients, and to provide mental health care and spiritual services to CAC Clients.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-022 for Budget Amendment 24-25-012 to set up Project 24022, a grant from the Highlands County Hospital District Board to the Highlands County Children's Advocacy Center.

FISCAL IMPACT

The fiscal impact of $42,688.00 to Fund 155, Cost Center 1155 (Hospital District Board) is being allocated to Project 24022 (Hospital District Board 24-25) to be used for contractual services to provide Child Protection Team Services to Children's Advocacy Center Clients, and to provide mental health care and spiritual services to CAC Clients.

Attachments: 24-25-012 Project 24022 Hospital District Board 24-25 (BA).pdf
24-25-012R Project 24022 Hospital District Board 24-25 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 29, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/21/2024** SUBMITTED BY: **Gail T. Werley**

FUND(S): **155** FUND TITLE(S): **Hospital District** COST CENTER(S) #: **1155**

PROJECT(S) #: **24022** PROJECT TITLE(S): **Hospital District Board 24-25** COST CENTER TITLE(S): **Hospital District**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	155		3661000	Contributions & Donations		343,997.00		42,688.00	301,309.00
E	155	1155	58100	Aid to Government Agency		42,688.00		42,688.00	0.00
R	155		3661000Z	Project Donations/ Contributions	24022	0.00	42,688.00		42,688.00
E	155	1155	53400Z	Project Contractual Svc	24022	0.00	8,888.00		8,888.00
E	155	1155	51200Z	Project Regular Salaries	24022	0.00	22,200.00		22,200.00
E	155	1155	52100Z	Project FICA Taxes	24022	0.00	4,600.00		4,600.00
E	155	1155	52200Z	Project Retirement Contributions	24022	0.00	6,000.00		6,000.00
E	155	1155	55200Z	Project Operating Supplies	24022	0.00	1,000.00		1,000.00

REASON: **Contractual services to provide CPT services to Children's Advocacy Center Clients, and to provide mental health care and spiritual services to CAC Clients.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-012**

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. 24-25-022

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-012 TO THE HOSPITAL DISTRICT 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 Hospital District Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-012 is hereby approved and authorized to move budgeted grant funds from the Hospital District Fund to Project 24022 Hospital District Board 24-25 in the amount of $42,688.00.

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 7th day of November, 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: November 7, 2024

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

SUBJECT/TITLE: **Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2024.**

STATEMENT OF ISSUE

The Children's Advocacy Center is an accredited member of the National Children's Alliance and receives state funding by way of the Florida Network of Children's Advocacy Centers. Per the contract with the FNCAC, the Multidisciplinary Team's Interagency Agreement is to be renewed every two years and protocols reviewed and revised as needed in order to demonstrate the community continuous support and commitment to the CAC and MDT process. The CAC is seeking the Board of County Commissioners review of the completed and updated Interagency Agreement. The item by reviewed and approved by legal.

The Interagency Agreement must be signed by all members before November 18, 2024 or agreement becomes null and void.

RECOMMENDED ACTION

Move to approve Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2024.

FISCAL IMPACT

There is no fiscal impact.

Attachments: CAC Interagency Agreement 2024.pdf

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

INTERAGENCY AGREEMENT

MISSION STATEMENT

The mission of the Children's Advocacy Center is to provide a child-friendly, culturally competent multi-disciplinary response to child victims of abuse and their families, while advocating for the wellbeing of all children in Highlands County through prevention and education.

MEMORANDUM OF UNDERSTANDING

This agreement is made by and between the Children's Advocacy Center of Highlands County and the undersigned agencies, to take effect on July 1, 2024, and will remain in effect until notification of partner agencies to void this agreement.

This agreement is an updated version of the previously signed Interagency Agreement in September 2022.

While each of the undersigned agencies seeks to carry out its own mission, each also agrees to adopt the multidisciplinary model put forth in the Multidisciplinary Team Protocol for the purposes of child protection. The CAC will be tasked with leading the MDT with the below listed common goals:

A. Sharing of information and resources to enhance the investigation and prosecution of child sexual and physical abuse, and to facilitate treatment of child victims and their families.
B. Bringing the training, experience, and resources of all agencies to bear on the fundamental problem of child abuse.
C. Promoting training opportunities for all agencies involved in the child abuse system, as well as the community at large.
D. Participating actively in the prevention of child abuse through education, outreach, and programs.

AGREEMENT OF PURPOSE

Each of the undersigned agencies recognizes their role in the child welfare system, and the unique role the CAC facilitates to serve child sexual and physical abuse victims who typically have few provisions and concessions for their specific needs and fragile states of being. As participants in this system, we recognize that many children remain at risk for re-victimization by excessive interviews, lack of communication among agencies, incomplete investigations, and the unavailability of immediate and long-term medical and mental health treatment.

We therefore specifically agree to the following:

A. All agencies will participate in a case management and multidisciplinary team approach to child sexual and physical abuse cases, to include comprehensive information sharing timely and consistently with the CAC for the purposes of case tracking and team coordination.
B. All reasonable efforts will be made by each undersigned agency to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers the child is subjected to, thus reducing additional trauma to the child.
C. All agencies participating in current investigations, assessments. and treatment will ensure the appropriate staff member attends the Multidisciplinary Case Review meetings as scheduled.
D. All agencies will be invited and encouraged to attend training sponsored by the CAC, and when possible, the CAC will provide financial support for professionals and volunteers to attend specialized training.
E. All agencies will do their best to limit the trauma associated with the investigative process for child victims and ensure proper treatment is provided as early as possible. All agencies will serve as a source of information, education, and referral for the community on issues related to child abuse.
F. Each agency will assign one member of their leadership team to serve on the Children's Services Council Subcommittee, "CAC Advisory Board," and attend quarterly meetings.

CONFIDENTIALITY

All agencies will adhere to their individual confidentiality requirements and understand that information pertaining to children and their families will be held in the strictest confidence by the remainder of the multidisciplinary team. Information shared outside of the designated team will be for the specific purposes of properly investigating, developing a case plan, or carrying out treatment or dispositional recommendations.

DISCLAIMER

It is expressly understood that each of the undersigned agencies has specific responsibilities imposed by law and will continue to perform those functions designated to them. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. In the event that any provision of this agreement is inconsistent with any statute, rule or regulation, those governing statutes, rules and regulations shall prevail.

SIGNATURES

This Interagency Agreement is mutually agreed upon by all parties; however, it is not a binding contract. It is an expression of cooperation for the purposes of providing services to clients and coordination activities to the maximum extent possible. No contract rights attach to this Agreement for the parties or for any third-party beneficiaries. This agreement can be revised by any party with 30-days' notice, including a party's termination of their participation in accordance with the Agreement, and will require all parties' signatures to enact the modified Agreement.

Agency	Title	Printed Name	Signature	Designee to Advisory Board & Title (if not self)
Highlands County BOCC	Chairman	Kevin Roberts		
HCBOCC Children's Advocacy Center	CAC Manager & MDT Facilitator	Gail T. Werley	Gail T. Werley	Self
Department of Children & Families	Program Administrator	Marcy Rice		
Highlands County Sheriff's Office	Sheriff	Paul Blackman		
Highlands County Sheriff's Office	Lt. Special Victims Unit	Jamie Davidson	Jamie Davidson	Self
Sebring Police Dept	Chief of Police	Karl Hoglund	Karl Hoglund Karl Hoglund (Oct 17, 2024 14:37 EDT)	Self
Lake Placid Police Dept	Chief of Police	Mark Schneider		Self
State Attorney's Office	Highlands County Prosecutor	John Kromhloz	John Kromholz John Kromholz (Oct 18, 2024 09:59 EDT)	SElf
Children's Home Society	CEO	Summer Pfeifer		
Peace River Center	Chief Operating Officer	Candace Barnes, LMHC		
School District Highlands County	Assistant Superintendent of Student Support Services	Melissa Blackman		
Heartland For Children	CEO	Kim Daugherty	Kim Daugherty Kim Daugherty (Oct 17, 2024 16:51 EDT)	Kimberly Daughert

Department of Juvenile Justice	Chief Probation Officer	David Cornuet		
Guardian Ad Litem	Supervisor	Tom Selander		
Champion for Children Foundation	CEO	Liz Prendergast		Liz Prendergast

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

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

SUBJECT/TITLE: **Request approval of Licensed Use Agreement (LUA) with FEMA to use conference rooms 2 and 3 of the Bert J Harris Jr. Agricultural Center for the Disaster Recovery Center (DRC).**

STATEMENT OF ISSUE

This agreement will allow FEMA to use the conference rooms in the Bert J. Harris Agricultural Center to set up the Disaster Recovery Center to assist residents impacted by Hurricane Milton.

RECOMMENDED ACTION

Move to approve Licensed Use Agreement (LUA) with FEMA to use conference rooms 2 and 3 of the Bert J. Harris Jr. Agricultural Center for the Disaster Recovery Center (DRC).

FISCAL IMPACT

No fiscal impact.

Attachments: LUA - Highlands County Agricultural Center.pdf

U. S. Department of Homeland Security
Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Highlands County, a political subdivision of the State of Florida. (Licensor.)

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

Highlands County Extension Service
Bert J. Harris Jr. Agricultural Center
4509 George Blvd.
Sebring, FL 33875

FEMA shall have access to conference rooms two and three. FEMA shall have access to parking onsite. FEMA shall have access to ADA-compliant male and female restrooms. FEMA may provide porta potties onsite.

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the Premises primarily as a Disaster Recovery Center office where FEMA and the State of Florida will receive members of the public for the purpose of providing information such as the status of applications, and general information on disaster assistance programs. Other federal, state, local and voluntary organizations may also use the Premises to provide similar information on their programs.

Approximately 12 Federal and 1 State employee will be occupying the facility during the following hours: 9:00am – 7:00pm, Monday through Sunday.

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than **December 9, 2024**, unless terminated prior to that date with 10 calendar days' notice from either party. The Agreement may be extended by mutual consent of the parties.

6. **Duties and Responsibilities.**

a. Licensor shall:

1) At no cost to FEMA, maintain the premises in good repair and condition;

2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

3) Maintain at Licensor's own expense existing electrical service and any existing lighting for the duration of this Agreement;

4) Permit FEMA to install, as necessary: fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage, modifications necessary for the accessibility for people with disabilities, and other removable property necessary to carry out the intended use of the Premises; and,

5) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

1) Maintain the Premises in clean and orderly condition;

2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, including the removal of any items installed in accordance with 6a (4) above;

3) Provide for any required security or cleaning services under separate contract at FEMA expense; and,

4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

5) Maintain insurance coverage for itself and its employees of the types and in the amounts that it deems necessary and appropriate.

7. **Non-Fund Obligating Agreement.** Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. **Liability.** Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. **Compliance with Applicable Law**. The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

10. **Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.

11. **Warranty for Use of Premises**. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent hazardous environmental conditions which could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

12. **Integrated Agreement**: This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

13. **Points of Contact**.

a. The FEMA Point of Contact is:

Diamond Maldonado
Logistics Management Specialist
diamond.maldonado@fema.dhs.gov
(202) 735-4924

U. S. Department of Homeland Security
Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

The Licensor's Point of Contact is:

Corey Amundsen
Emergency Management Manager
camundsen@highlandsfl.gov
863-441-2888

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

_____	_____
Kevin Roberts County Commissioner Highlands County, Florida	John Brogan Federal Coordinating Officer Federal Emergency Management Agency DR-4828-FL, DR-4834-FL
Date: _____	Date _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Laurie Hurner**

SUBJECT/TITLE: **Request approval to accept a $20,000.00 Donation from Duke Energy to assist in replacing a Breathing Air Containment Fill Station.**
This fill station is an immediate identified need as our current system is out of service.

STATEMENT OF ISSUE

Request approval to accept a $20,000.00 Donation from Duke Energy to assist in replacing a Breathing Air Containment Fill Station. This fill station is an immediate identified need as our current system is out of service.
This was not a forecasted budgetary item, and any additional funding would assist our department in maintaining a level of preparedness.

RECOMMENDED ACTION

Request approval to accept a $20,000.00 Donation from Duke Energy to assist in replacing a Breathing Air Containment Fill Station.

FISCAL IMPACT

$20,000.00 added to the General Fund Account 005 Emergency Management/Fire Contributions & Donations

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2024

PRESENTER: **Dustin Fitch, Deputy Chief, Highlands County Fire Rescue**

SUBJECT/TITLE: **Request acceptance of the Grant Award from the Florida Firefighter Assistance Grant Program for the purchase of (5) Sets of PPE.**

STATEMENT OF ISSUE

The Florida Department of Financial Services Division of State Fire Marshall has approved Highlands County Fire Rescue's grant application for firefighter assistance for the 2024-2025 fiscal year in the amount of $26,745.10 for the purchase of (5) Sets of PPE.

RECOMMENDED ACTION

Move to accept the Grant Award from the Florida Firefighter Assistance Grant Program for the 2024-2025 fiscal year in the amount of $26,745.10.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 for FY24-25 in the amount of $26,745.10.

Attachments: FFAGP12812_Highlands County Fire Rescue.pdf

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

September 23, 2024

SENT VIA ELECTRONIC MAIL ONLY

Highlands County Fire Rescue
dfitch@highlandsfl.gov

Re: Notice of Grant Award from the Florida Firefighter Assistance Grant Program

Highlands County Fire Rescue;

My name is JoAnne E. Rice, Director of the Division of State Fire Marshal within the Department of Financial Services. On behalf of the Division of State Fire Marshal (Division), it is my privilege to inform you that the Division approved your grant application for the 2024-2025 fiscal year in the amount of $26,745.10 for the purchase of (5) Sets of PPE.

To accept the grant award, you must complete and email the included Confirmation Form to SFMGrant@MyFloridaCFO.com. Once the Division receives the completed form, a contract manager will be assigned and contact you to discuss next steps. The contract manager will be your main point of contact for all matters relating to this Notice of Grant Award, the grant award funds agreement, and the payment of funds.

If you have not already done so, please ensure that you are in "full" safety compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed by you within 90 days from the date of this Notice of Grant Award. If not completed, then this grant award will be revoked.

Please note, the defined performance period for the grant is one year starting July 1, 2024, and ending June 30, 2025. If your equipment purchase will take longer than one year to complete and meet payment requirements, you must notify your assigned contract manager as soon as possible.

Congratulations, the Division looks forward to working with Highlands County Fire Rescue on this important project.

Sincerely,

JoAnne E. Rice, Director
Division of State Fire Marshal

LT/ct

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CONFIRMATION FORM

Contact Information

Grantee:	Highlands County
Federal ID #:	59-6000655
Mailing Address:	600 S. Commerce Ave.
City, State, Zip:	Sebring, FL 33870
Physical Address:	600 S. Commerce Ave.
City, State, Zip:	Sebring, FL 33870

Contract Manager

Name:	Laurie Hurner
Title:	County Administrator
Phone:	863-402-6500
Email:	lhurner@highlandsfl.gov

If different than the Contract Manager, please list the designated signatory:

Name:	Kevin Roberts
Title:	Chair, Highlands County Board of County Commissioners
Phone:	863-402-6500
Email:	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2024

PRESENTER:	**Dustin Fitch, Deputy Chief, Highlands County Fire Rescue**
SUBJECT/TITLE:	**Request acceptance of the Florida Division of State Fire Marshal Grant Award from the Decontamination Equipment Grant Program for the purchase of (1) PPE Extractor and (102) Gloves, with a 25% County Match in the amount of $3,985.28 for project 24023.**

STATEMENT OF ISSUE

The Florida Department of Financial Services Division of State Fire Marshall has approved Highlands County Fire Rescue's grant application for the 2024-2025 fiscal year in the amount of $15,941.13 for the purchase of (1) PPE Extractor and (102) Gloves.

RECOMMENDED ACTION

Move to accept the Grant Award from the Florida Division of State Fire Marshal Decontamination Equipment Grant Program for the 2024-2025 fiscal year in the amount of 15,941.13, with a 25% County Match in the amount of $3,985.28 for project 24023.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 for FY24-25 in the amount of $15,941.13 with a 25% County Match in the amount of $3,985.28, totaling $19,926.41 for project 24023.

Attachments: Decon12816_Highlands County.pdf

September 25, 2024

SENT VIA ELECTRONIC MAIL ONLY

Highlands County Fire Rescue
dfitch@highlandsfl.gov

Re: Notice of Grant Award from the Decontamination Equipment Grant Program

Highlands County Fire Rescue:

My name is JoAnne E. Rice, Director of the Division of State Fire Marshal within the Department of Financial Services. On behalf of the Division of State Fire Marshal (Division), it is my privilege to inform you that the Division approved your grant application for the 2024-2025 fiscal year in the amount of $15,941.13 for the purchase of (1) PPE Extractor and (102) Gloves. A match of 25% of the awarded amount is required.

To accept the grant award, you must complete and email the included Confirmation Form to SFMGrant@MyFloridaCFO.com. Once the Division receives the completed form, a contract manager will be assigned and contact you to discuss next steps. The contract manager will be your main point of contact for all matters relating to this Notice of Grant Award, the grant award funds agreement, and the payment of funds.

If you have not already done so, please ensure that you are in "full" safety compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed by you within 90 days from the date of this Notice of Grant Award. If not completed, then this grant award will be revoked.

Please note, the defined performance period for the grant is one year starting July 1, 2024, and ending June 30, 2025. If your equipment purchase will take longer than one year to complete and meet payment requirements, you must notify your assigned contract manager as soon as possible.

Congratulations, the Division looks forward to working with Highlands County Fire Rescue on this important project.

Sincerely,

JoAnne E. Rice, Director
Division of State Fire Marshal

LT/ct

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CONFIRMATION FORM

Contact Information

Grantee:	Highlands County
Federal ID #:	59-6000655
Mailing Address:	600 S. Commerce Ave.
City, State, Zip:	Sebring, FL 33870
Physical Address:	600 S. Commerce Ave.
City, State, Zip:	Sebring, FL 33870

Contract Manager

Name:	Laurie Hurner
Title:	County Administrator
Phone:	863-402-6500
Email:	lhurner@highlandsfl.gov

If different than the Contract Manager, please list the designated signatory:

Name:	Kevin Roberts
Title:	Chair, Highlands County Board of County Commissioners
Phone:	863-402-6500
Email:	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Cyndie Kramer, Planning and Zoning Manager**

SUBJECT/TITLE: **Public hearing to consider adoption of Hearing No. P&Z 2169, amending the existing Agricultural District with a Planned Development (AU PD) designation for three (3) parcels totaling an approximate 16.22-acres.**

STATEMENT OF ISSUE

The matter for consideration is for an amendment to the existing zoning designation for three (3) parcels totaling an approximate 16.22-acres; the zoning designation will remain AU PD, and proposes to include additional uses not specified in the existing PD. The site has been partially cleared of vegetation and contains several structures which are to be utilized as part of the proposed development. The Planning and Zoning Commission recommended approval of Hearing No. P&Z 2169 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution No. 24-25-006, P&Z 2169, repealing the existing Agricultural Planned Development District (AU PD) approved through Resolution No. 21-22-51, and approving the amended Agricultural Planned Development District (AU PD), for three (3) parcels totaling an approximate 16.22-acres, referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2169 for BCC.pdf
P&Z 2169 - Resolution 24-25-006.pdf
P&Z 2169 - The Parc Application.pdf

HIGHLANDS COUNTY
PLANNING AND ZONING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/07/2024
Case Number: P&Z 2169	**Case Name:** The Parc
Agents: Greg Griffin & Julie Klahr	**Property Owners:** Richard and Colleen Paul-Hus; P-House Ranch, LLC
Public Hearing: BCC	**Case Staff Member:** Cyndie Kramer

Request: Amend the existing Agricultural District with a Planned Development (AU PD) designation for three (3) parcels totaling an approximate 16.22-acres

General Location: Three (3) parcels totaling an approximate 16.22 acres located approximately 6.97 miles east of US 27, 1.68 miles south of O'Neal Road, 0.92 miles west of Istokpoga Park Access Road, on the north side of US 98; the addresses of two (2) parcels being 5300 and 5314 US 98, Sebring, and the third parcel being identified by Parcel ID# C-15-35-30-060-00T0-0220

Parcel IDs: C-15-35-30-070-P0C0-0030
C-15-35-30-060-P0G0-0010
C-15-35-30-060-00T0-0220

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 24-25-006, P&Z 2169, repealing the existing Agricultural Planned Development District (AU PD) approved through Resolution No. 21-22-51, and approving the amended Agricultural Planned Development District (AU PD), for three (3) parcels totaling an approximate 16.22-acres, referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution No. 24-25-006, P&Z 2169, repealing the existing Agricultural Planned Development District (AU PD) approved through Resolution No. 21-22-51, and approving the amended Agricultural Planned Development District (AU PD), for three (3) parcels totaling an approximate 16.22-acres, referencing the mandatory

findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

3. **Excerpt from the October 29, 2024 DRAFT P&Z Minutes and Recommendation to the BCC: "7A. HEARING NUMBER P&Z 2169 – P-HOUSE RANCH, LLC, C/O GREG GRIFFIN OF BAYHEAD CONSULTING AND JULIE KLAHR** Three (3) parcels totaling an approximate 16.19 acres located on the north side of US 98, approximately 6.97 miles east of US 27, 1.68 miles south of O'neal Road and 0.92 miles west of Istokpoga Park Access Road; the addresses of two (2) parcels being 5300 and 5314 US 98, Sebring, and the third parcel being identified by Parcel ID# C-15-35-30-060-00T0-0220; and abbreviated legal as follows: Three (3) parcels totaling an approximate 16.19 acres located in Sections 11 and 14, Township 35 South, Range 30 East, Highlands County, Florida.

   The applicant is requesting an amendment to the official zoning atlas to amend the existing Agricultural District with a Planning Development (AU PD) zoning designation. Mrs. Hunnicutt read the request into the record. Mrs. Barry confirmed proof of advertising requirements, noted there were no letters received for or against the request, and inquired about ex parte communication, to which Mr. Youngman and Mrs. Sclater noted they both had individually visited the site and spoken with the applicant in general detail regarding their development and the proposed private school. Mr. Griffin presented information regarding the amendment and the status of the development. Discussion ensued regarding the existing structures, permitting, water and sewer connections, fire truck access, and certificates of occupancy. Ms. Barry and Mrs. Sutphen confirmed building permit applications had been submitted but could not be fully approved until the zoning amendment is finalized and the updated development order is approved, at which point the structures will be permitted and inspected before certificates of occupancy are issued. Mr. Griffin noted the fire truck access indicated on the site plan was approved by Fire Services and certain structures will have sprinkler systems if they are not close enough to the road or a hydrant, and confirmed water and sewer connections are being provided by the Spring Lake Improvement District. No one in the audience spoke for or against the request.

   Motion by Mr. Youngman and seconded by Mrs. Sclater to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution No. 24-25-006, P&Z 2169, repealing the existing Agricultural Planned Development District (AU PD) approved through Resolution No. 21-22-51, and approving the amended Agricultural Planned Development District (AU PD), for three (3) parcels totaling an approximate 16.22-acres, referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

   Upon roll call, all members voted yes. **Motion carried 5-0**."

Supplemental Material/Issue Analysis Report:

A. Notices to Surrounding Property Owners: On October 14, 2024, notices were mailed to 27 surrounding property owners notifying them of the rescheduled public

hearings for the Planning & Zoning Commission and the Board of County Commissioners.

B. **Request:** The matter for consideration is for an amendment to the existing zoning designation for three (3) parcels totaling an approximate 16.22-acres; the zoning designation will remain AU PD, and proposes to include additional uses not specified in the existing PD.

The site has been partially cleared of vegetation and contains several structures which are to be utilized as part of the proposed development.

The proposed amendment introduces additional uses and activities specifically enhancing the scope of educational, agricultural, and recreational offerings. A primary change is the inclusion of a private school for students from pre-kindergarten through twelfth grade, incorporating a curriculum centered around agricultural and practical life skills. The expansion also adds provisions for a day camp, overnight camp, and summer camp, integrating these into the broader educational and experiential focus of the property.

Additionally, the amendment expands the range of permitted uses to include a general store/market for selling agricultural products, a full-service farm-to-table restaurant with alcohol sales (restricted to non-school hours), and food trucks. A multi-purpose event venue has also been introduced to host farm-to-table dinners, fundraising events, and other performances, further diversifying the site's functional capacity.

Agritourism activities have been expanded to include U-pick operations, farm visits, a farmer's market in partnership with other farms, and other activities such as a petting farm and corn mazes. The amendment also includes the introduction of a zoning allowance for agricultural structures and ancillary uses to be erected without requiring modification of the site plan.

A development phasing plan has been included to reflect the timing and completion of infrastructure improvements, including internal roadways, stormwater management, and wastewater facilities. These critical infrastructure components must be in place before the issuance of occupancy permits. The proposed phasing ensures that infrastructure improvements occur prior to any significant increase in student enrollment or expansion of facilities.

Lastly, signage standards and lighting restrictions have been included to accommodate the expanded uses while maintaining site compatibility with surrounding agricultural and rural properties. This includes allowances for internal signage, a billboard, and entrance signs that comply with visibility and safety requirements.

The structures will predominantly be elevated off the ground to preserve wildlife trails, and a few of the structures have been constructed at ground level.

(The rest of this page intentionally left blank)

C. Existing Use Analysis:

Northwest Zoning: Residential District (R-1)/ R-1 with a Flexible Unit Development (R-1 FUD) Future Land Use: MU Current Use: Vacant	**North** Zoning: AU Future Land Use: MU Current Use: Vacant	**Northeast** Zoning: AU Future Land Use: MU/ AG Current Use: Spring Lake Improvement District Dike/ Lakeside Stables
West Zoning: R-1 Future Land Use: MU Current Use: Vacant	**SUBJECT PROPERTY** Zoning: AU PD Future Land Use: MU Current Use: Multiple structures related to the Planned Development	**East** Zoning: AU Future Land Use: MU/ AG Current Use: Spring Lake Improvement District Dike/ Lakeside Stables
Southwest Zoning: Business District (B-3) Future Land Use: MU Current Use: Vacant	**South** Zoning: B-3/ AU Future Land Use: MU Current Use: US 98/ Vacant	**Southeast** Zoning: AU Future Land Use: MU Current Use: US 98/ Vacant

D. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Element, Policy: 1.1, General Growth Management Strategy; Policy 1.2.D.12, Mixed Use (MU).

Zoning…Highlands County Code of Ordinances, Chapter 12, Land Development Regulations (LDRs), Article 5, Districts and Supplemental District Regulations, Division 2, District Regulations: Sections 12.05.200: Agricultural District (AU) and 12.05.290: Planned Development (PD).

E. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

FUTURE LAND USE ELEMENT

Goal: Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses, discourage urban sprawl, protect environmentally sensitive lands, reduce greenhouse gas emissions, and provide guidance for the location, type, and intensity for new development, within the 2010 to 2030 planning period.

Objective 1: Growth Management Strategy

Policy: 1.2.D.12., Mixed Use:
This category shall apply to developments that are not singular in their uses but comprised of multiple or mixed uses which require specific or selected land use districts in order to implement them. Fundamental structural elements within the Mixed Use category should be present such as compact development, mixed uses, provision for multiple modes of transportation and responsive to the environmental and cultural attributes of the development site or community. The implementing districts that may be used are the TND: Traditional Neighborhood Development district, PD: Planned Development district, and any other mixed use patterns evolving out of new urbanism practices that integrates individual land uses of differing densities and intensities. …

INFRASTRUCTURE ELEMENT

Goal 3: To protect and enhance environmental quality through ensuring higher standards of water, wastewater, solid waste, and stormwater management services.

Objective 5: Growth management through central wastewater systems
The County shall implement procedures which discourage urban sprawl and maximize the use of existing facilities, especially areas served by centralized and planned infrastructure.

Policy 5.1.: Develop areas served by central wastewater systems
In addition to implementing a policy for centralized wastewater systems, the County intends to discourage urban sprawl and provide for the more efficient use of existing central wastewater facilities through a purposeful implementation of the General Growth Management Strategy articulated under Future Land Use Objective 1.

NATURAL RESOURCES ELEMENT

Goal: Provide for the management, enhancement and protection of the natural and cultural resources of highlands county within the 2010 to 2030 planning period.

Objective: 3: Protect Conservation Land
The County shall protect native vegetative communities identified herein and shall restrict activities known to adversely affect endangered and threatened species and their habitat. This shall be a joint effort with state, federal, not-for-profit entities, private land owners, and for-profit private entities.

Policy 3.17: Preference for Planned Unit Developments
The County should endeavor to require all development proposals which involve environmentally sensitive lands, or protected species to seek approvals under the Planned Unit Development regulations of the Land Development Regulations. Design options allowed for Planned Unit Development proposals shall include the following, subject to County approval and under the condition that they are not prohibited by the regulations of other governmental authorities

PROPERTY RIGHTS ELEMENT

Goal: To provide framework for ensuring that private property rights are considered in local decision making.

Objective 1: Highlands County will recognize, and respect all judicially acknowledged and constitutionally protected private property rights.

Policy 1.2: Highlands County will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

F. Department Analysis and Comments of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development/land subdivision review process and additional requirements may be identified at that time.

   Floodplain Manager/NPDES Coordinator: Re: Resolution—I believe that Phase II buildings 15-20 are currently under construction and are not indicated as "existing." […] I am unsure of the status of buildings 41-45 and 47, as these may also be under construction. Re: Site Plan—The site plan does not accurately reflect the FEMA Special Flood Hazard Area. Please revise to reflect FEMA's SFHA calling out both AE and Approximate A flood zones. See FIRM panel attached and screen clip from NFHL as below. Regarding "Created Other Surface Waters:" please provide calculations for alterations to floodplain pertinent to Flood Hazard Development Permit. It is understood that this is currently existing and therefore will be part of Phase I.

Fire Services: [… All of the proposed uses] fall under different occupancy classifications [which] is why [they must comply with] whichever [fire] code is the most stringent [...].

Zoning Division: Staff has no objection to the amended PD. The applicant must ensure the accurate placement of all buildings to avoid further amendments to the PD.

Natural Resources Division: We reviewed this site in the past and mentioned that at least some of the site is within the floodplain of Arbuckle Creek. I believe they are somewhat protected by a berm constructed well before they became the owners. We do worry that if something were to happen to the berm, they could be susceptible to flooding. […] Since it's all been built, those would be the only comments from a natural resources point of view. It appears from the aerials that they left as much habitat as possible, so we applaud them for that. We love the idea of the school.

Florida Department of Health: No objection. They propose Spring Lake utilities for water and sewer. They will need to see [the FDOH] office in the future for possible permits and inspections for the private school etc.

Sebring Airport Authority: [… After reviewing the FL Statute Code and Highlands County Code, the upgrades/construction shouldn't be cause for concern. … The planned development is outside of the flight path, buildings look like they will be under 50 feet, … and the property is also outside of airport noise contours. …]

South Florida Water Management District (SFWMD): SFWMD has no objection to the change in zoning provided that the landowner obtains all required SFWMD Environmental Resource Permits.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Transportation, Spring Lake Improvement District, and the Town of Lake Placid.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Highlands County Agriculture Extension Office, Highlands County School Board, Florida Department of Environmental Protection, Highlands County Road & Bridge Department, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

F. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

1. **Natural Features Analysis:**
   a. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 40 to 45 feet.

b. **Soils:** The soils underlying the site are: *Basinger Fine Sand*, *Kaliga Muck, Frequently Flooded*, and *Pomello Sand, 0 to 5% slopes*, with *Basinger Fine Sand* underlying the majority of the development area.
Basinger Fine Sand; nearly level with 0 to 2% slopes, poorly drained soils. The available water capacity is low, and permeability is rapid. The water table is within 12 inches of the surface during the rainy season and is generally between depths of 12 to 40 inches but may recede to a lower depth during extended dry periods. This soil has severe limitations for urban and recreational development because of wetness.
Kaliga Muck, Frequently Flooded; nearly level, very poorly drained soil. The available water capacity is very high, and permeability is slow or very slow. The seasonal high-water table is at a depth of less than 12 inches for very long periods in most years. These soils are subject to flooding for long periods during seasons of high rainfall. This soil is very poorly suited for urban or recreational development because of flooding, wetness, and low soil strength.
Pomello Sand, 0 to 5% slopes; nearly level to gently sloping, moderately well drained soil. The available water capacity is very low, and permeability is moderately rapid. The water table is at a depth of 24 to 40 inches during the rainy season but may recede to a depth of 60 inches during extended dry periods. This soil has moderate limitations for most urban uses because of the seasonal high-water table, which can be easily overcome by simple water control systems.
c. **Surface Waters:** The site contains a man-made pond near the southeast portion of the development.
d. **Vegetative Cover:** The site has been partially cleared but is mostly covered by native vegetation and timberland.

2. **Zoning Analysis:**
a. **Current Use of Land:** The land currently contains guest cabins, covered deck/outdoor kitchen, wooden deck dining area, multi-purpose building, 5 classrooms made from cobb, utility/laundry building, lounge, playground structures, zipline tower/office, skateboard ramp, chicken coop, outhouse(s) and a yoga deck; all to be used as part of the Planned Development.
b. **Vested Rights:** The three parcels are within the Spring Lake vesting authority, BLIVR 78-015, which vests the Mixed Use future land use designation.
c. **Current Zoning Designation:** The site has a zoning designation of AU PD.
d. **Proposed Zoning Designation:** The proposed zoning designation is AU PD. The proposed amendment will include additional uses not permitted in the existing zoning designation as well as a few other minor updates.
e. **Current Population Yield:** The current zoning allows a maximum of 30 one- and two-bedroom elevated cabins, 5 yurts, and 5 primitive campsites. The cabins could yield a potential population of 67 persons. 30 cabins x 2.25 persons = 67.5 persons.
f. **Proposed Population Yield:** The proposed amendment contains 20 units designated either as a cabin or as a classroom which would be utilized as

a cabin when not in use as a classroom for the school. The proposed amendment could yield a potential population of 45 persons. 20 units x 2.25 persons = 45 persons.

g. **The Applicant's proposed development program:** The Applicant is proposing an amended Planned Development to include a private school; day/ overnight/ summer camp; experiential educational facility for agricultural, farm, life, culinary, cultural, and practical skills classes; long- and short-term rentals; an eco-resort; and to also include a general store/ market, a multi-purpose building/ event venue, full-service farm to table restaurant with alcohol sales, food truck, and agricultural/ agritourism activities.

3. **Special Designated Areas:**
   a. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetland and Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
   b. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are **no known** historic resources on the property.
   c. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate **no known** archaeological resources on the site.
   d. **Floodplains (FEMA designation):** The property has a flood zone designation of A and AE as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0258C**, effective November 18, 2015, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0258C**, effective November 18, 2015.
   e. **Military Airport Zones (MAZ):** The property **is located** within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Highlands County 2030 Comprehensive Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.
   f. **Wellhead Protection Zones:** The property **is not** located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
   g. **Airport Surface Areas:** The property **is located** within the conical surface area of the Sebring Executive Airport as designated by Section 2.1-3 of the Highlands Code of Ordinances, and must conform with the requirements of Section 2.1-5 and 2.1-6. In accordance with 14 CFR Part 77.9, an airspace case must be filed with the FAA at least 45 days prior to the beginning of construction.

1. Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) may be required by the Federal Aviation Administration. Please utilize their website to determine if an evaluation or analysis is needed and how to apply at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

4. **Public Facilities and Services:**
   a. **Potable Water:** The property will be served by an off-site central potable water system provided by the Spring Lake Improvement District.
   b. **Central Wastewater:** The property will be served by an off-site central wastewater treatment system provided by the Spring Lake Improvement District.
   c. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
   d. **Vehicular Access and Traffic Circulation:** The site will have direct access onto Birch Avenue, which will be improved as part of this development from US 98 to the intersection of Birch Avenue and Honey Locust Road.
   e. **Railroad Access:** The site is not located adjacent to any railroad tracks.
   f. **Recreation:** The Applicant's site plan indicates the development will include an outdoor yoga area, skateboard ramp, zip lining activities, and on-site dining areas.
   g. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

5. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6. **Schools:** Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is not** required at the time of development.

7. **Airports:** The subject property is located approximately 16.45 miles southeast of the Avon Park Executive Airport and 1.53 miles east of the Sebring Regional Airport.

G. Mandatory Findings of Fact:

1. **Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

2. **Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

3. **Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is required** for the proposed zoning change.

4. **Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

5. **Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning and Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2169, repealing the existing Agricultural Planned Development District (AU PD) approved through Resolution No. 21-22-51, and approving the amended Agricultural Planned Development District (AU PD) for three (3) parcels totaling an approximate 16.22-acres, referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Attachments:

Exhibit 1: Conditions of Approval as listed in the adopting Resolution
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Future Land Use Map
Exhibit 5: Zoning Map
Exhibit 6: Snippet of Site Plan

Exhibit 1:

Conditions of approval as listed in the adopting Resolution are as follows:

A. The underlying or base zoning regulations for this PD District shall be the AU District and any allowance not specified herein will be as defined in the AU District as provided in Section 12.05.200 of the Code. Permitted principal uses and accessory uses are as follows, and in accordance with the Phasing and Improvement Schedule:

1. Private school serving ages three (3) through twelfth (12th) grade, which may include an agricultural curriculum, farm, life skills, culinary, cultural, and practical skills classes.
2. Experiential education facility featuring agricultural, farm, life skills, culinary, cultural, and practical skills classes.
3. Day camp, overnight camp, or summer camp.
4. Eco resort featuring eco tours.
5. General Store/Market for the sale of:
    a. agriculture related products (e.g., seeds, seedlings, fruits, vegetables);
    b. products that are handcrafted as part of the agriculture and/or life skills curriculum (e.g., leather bookmarks, handmade nails);
    c. products for cultural events (e.g., handmade drums, luminaries);
    d. items related to bona fide agricultural use exemption.
    e. other agricultural products not grown on-site.
6. Event venue/Multi-Purpose Building for:
    a. class performances and activities;
    b. farm to table dinner;
    c. large classes;
    d. fundraising event;
    e. food/beverage tasting events.
7. Full-service farm to table restaurant with alcohol sales.
    a. Alcoholic beverage sales and on-site consumption shall be strictly limited to non-school hours.
    b. There shall be no signage visible from the outside of any building advertising the sale of alcoholic beverages.
8. Food truck(s).
9. Residential/camping uses, such as:
    a. cabins for guest lodging e.g., traveling or visiting teaching faculty/ support staff/ student lodging/ chaperones, missionaries, security/ maintenance/ school staff, school retreats;

b. camping area for occasional tent camping/nature classes.

10. Agricultural uses, such as:
    a. Raising or keeping of a maximum of 6 goats, 3 hogs, and 4 sheep;
    b. Agriculture and/or nature museum;
    c. Agritourism activities, including but not limited to:
        i. farm stays;
        ii. farm visits;
        iii. farmer's market in partnership with other farms for sundry merchandise and agriculture related product sales;
        iv. horseback riding;
        v. corn/hay maze;
        vi. petting farm;
        vii. U-pick operations.
    d. Any bona fide agricultural use as determined by the agricultural exemptions issued by the Highlands County Property Appraiser's Office, except for any use that would require a Special Exception in the AU District;
    e. Permitted uses as listed in the underlying AU District, limited to the following:
        i. Grove, produce farm, truck garden, horticultural farm, botanical garden, floriculture, nursery, sod farm, crop raising, hydroponic garden, greenhouse, slat house, forestry, beekeeping with use or keeping animals only as incidental or accessory thereto;
        ii. Cattle or stock raising and grazing, dairy farm, but not including commercial goat, sheep or hog raising;
        iii. Dock, noncommercial boat pier, slip or boathouse for docking private watercraft;
        iv. The parking of one nonagricultural commercial vehicle, on a minimum of one acre, where the resident of the premises is an authorized driver of the commercial vehicle;
        v Public parks/recreation;
        vi. Fish farm.

11. Accessory uses such as:
    a. Recreational amenities (e.g., zip line, playground equipment);
    b. Storage and maintenance facilities.
    c. A billboard.
    d. Any of the permitted principal uses in paragraph 10 may be used as accessory uses to those principal uses.

B. Prior to development, the Property Owner must undergo the development review process and additional requirements may be identified at that time.

C. Phasing and Improvement Schedule:

Table 1. Phasing and Improvement Schedule

Phase	Improvements	Buildings*	Completion
One	Wooden deck dining area, multipurpose building, 5 classrooms made from cobb (known as, cobbins), outhouse(s), utility/laundry building, 2 guest cabins, lounge, storage building, covered deck/outdoor kitchen, 2 playground structures, zipline tower/office, skateboard ramp, storage building chicken coop.	21, 23-40, 46	Existing. Certificates of Occupancy shall not be issued until the internal roadways, potable water and wastewater facilities, and stormwater management/ retention pond(s), as listed in Phase 2, are complete.
Two	8 classroom/cabins, bathrooms, classrooms/school building, indoor/outdoor storage/food truck parking, a school building, and a marketplace. Internal Roadways, Potable water and wastewater facilities, and Storm Water Management / Retention Ponds	15-19, 20, 41, 42, 43, 44, 45, 48 N/A	Prior to the issuance of any Certificate of Occupancy and prior to obtaining building permits for Phase 3
Three	Student increase. No vertical improvements proposed. Improvements as required by Highlands County.	None	To occur after phase 2 but in no specific order.
Four	Yoga deck or bathhouse, elevated kitchen, 2 guest cabins that can be split into 2 units each, 11 buildings to be used interchangeably as classrooms and guest cabins, and covered storage area with a permanent food truck venue	1, 2-14, 22, 47	N/A
Any	Landscaping, if required, to be completed with the respective phase prior to commencing the next phase.	N/A	As-builts submitted and approved prior to a Certificate of Occupancy being issued for the respective building

Phase	Improvements	Buildings*	Completion
			or phase.
Any	Additional water management retention areas, if required, to be completed concurrent with Phases 3 and 4, respectively, or with any additional permitted structure not specifically numbered on the site plan or in Table 2 of this Resolution.		As-builts submitted and approved prior to a Certificate of Occupancy being issued for the respective structure or phase.

*Refer to site plan for building numbers.

D. Site plan development, throughout the development review process, shall be sensitive to nearby protected natural resources and agricultural properties. No development order or permit will be issued unless prescribed environmental mitigation is accomplished.

E. The minimum separation requirement between buildings is 10 feet and setbacks to the property line shall be a minimum of 25 feet and/or in accordance with any Functional Classification Setback as required by Section 12.05.309 of the Code, whichever is greater, unless specifically stated as follows:

Table 2. Building Identification and Specified Setbacks

Building*	Use	Setbacks
1	Yoga Deck or Bathhouse	
2 & 3	Split Cabins	
4-14	Multipurpose buildings (Classroom/Cabin) with Bathrooms	
15-19	Classrooms	
20	Bathroom	
21	Wood Deck (Dining Area)	
22	Commercial Kitchen	
23	Multipurpose Building	

Building*	Use	Setbacks
24-27, 29	Classrooms (Cobbins)	Classroom cabins and the outhouse shall require a minimum separation of 5 feet. The classrooms are constructed from Cobb, a fire-retardant material.
28	Outhouse	
30	Utility/Laundry Building	
31-32	Guest Cabins	The separation requirement between buildings 31 and the unmarked outhouse by 32 is 5 feet.
33	Lounge	
34	Covered Deck/Outdoor Kitchen	
35	Playground Equipment	A 9.7-foot x 5.7-foot wood structure located in the eastern corner of the subject parcel shall be a minimum of 18.5 feet from the adjacent easterly property line.
36	Playground Equipment	A 12.0-foot x 7.0-foot wood structure located in the eastern corner of the subject parcel shall be a minimum of 2.0 feet from the adjacent easterly property line.
37	Skateboard Ramp	A skateboard ramp located in the eastern corner of the subject parcel shall be a minimum of 20.2 feet from the adjacent easterly property line.
38	Zipline Deck	
39	Zipline Tower/Office	A 2-story ziplining structure located in the eastern corner of the subject parcel shall be a minimum of 4.1 feet from the adjacent easterly property line.
40	Chicken Coop	The setback from the south property line shall be 50 feet.
41, 42	Classroom	
43	Bathroom	
44	Classroom	
45	School Building/ Multi-Use/ Office	

Building*	Use	Setbacks
46	Storage Building	
47	Inside and outside Storage / Food truck venue	
48	Marketplace	
N/A	Billboard	
N/A	Entrance Sign	
N/A	Hog/Goat pens	100 feet from all property lines, 500 feet from all off-site dwellings and any residentially zoned property.

*Refer to site plan for building numbers.

F. A 15-foot-wide drive aisle shall be constructed of Coquina to form a loop for the school drop-off/pick-up queue.

G. Internal drive aisles shall be constructed from crushed granite and a minimum of 20 feet wide from outside edge to outside edge. Structures that provide access to the internal drive aisles in excess of thirty (30) inches in height shall have a 0-foot setback to the drive aisles (e.g. staircases, walkways).

H. Structures related to bona fide agricultural uses may be erected or removed as needed without modification to the PD site plan so long as any required building permits are issued.

I. Wooden recreational structures (not over concrete/permanent construction), and elevated decks can be erected or removed as needed without modification to the site plan so long as setbacks are met, and any required building permits are issued.

J. Primitive camping areas shall be no less than 200 square feet.

K. The maximum coverage by all buildings shall not exceed 50% of the entire Property.

L. Exterior lighting fixtures shall be shielded and directed onto the Property so as not to impact adjacent properties.

M. An entrance sign shall be permitted along Birch Ave., anywhere within the property lines, so long as the placement would not obstruct visibility of pedestrians or motorists. The sign shall not exceed 15 feet in overall height and 125 square feet on each face.

N. Internal identification signs shall be permitted throughout the property so long as they are not orientated to be read from off the premises. There shall be no size, setback, spacing, or height requirements for any signage internal to the development.

O. The billboard on the property shall be limited to a height of 25 feet and the sign face shall not exceed 360 square feet.

P. Temporary banner, flag, blade, and snipe signs to be read from off-premises shall be permitted for temporary events unrelated to the advertisement of the school. Temporary event signs shall be located completely within the property boundaries and placed as to not obstruct visibility of pedestrians or motorists and shall be taken down by the end of the day following the event.

Q. All permits required by other government entities with jurisdiction over the property, including but not limited to the applicable water management district, must be approved and submitted to the County prior to any development on the Property.

R. The PD site development plan for this AU PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached [to the Resolution] as **"Exhibit A".** The property shall be subject to the County Code for final site plan approval.

Exhibit 2:

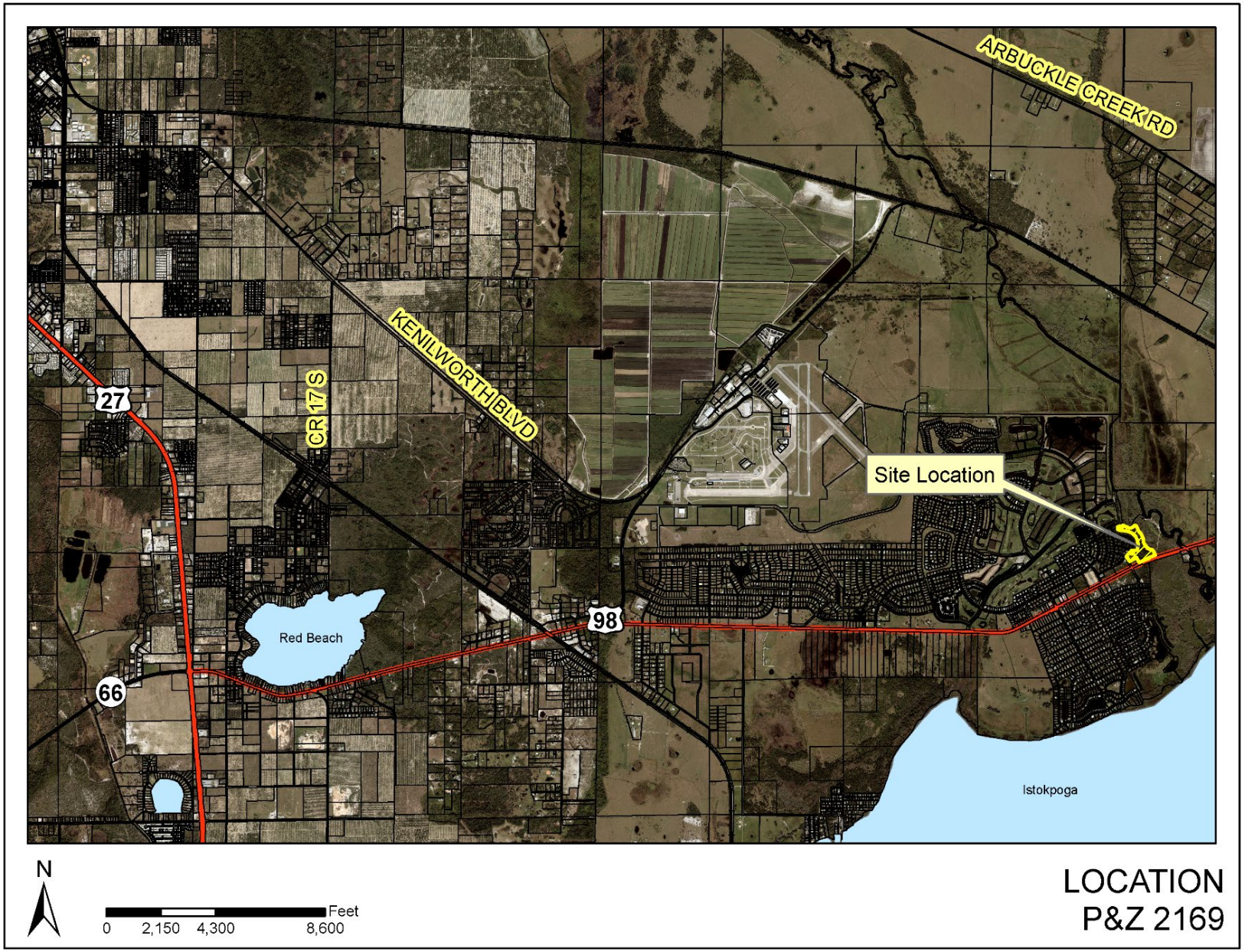

ARBUCKLE CREEK RD
KENILWORTH BLVD
CR 17 S
27
Site Location
98
Red Beach
66
Istokpoga
N
0
2,150
4,300
8,600
Feet
LOCATION
P&Z 2169

Exhibit 3:

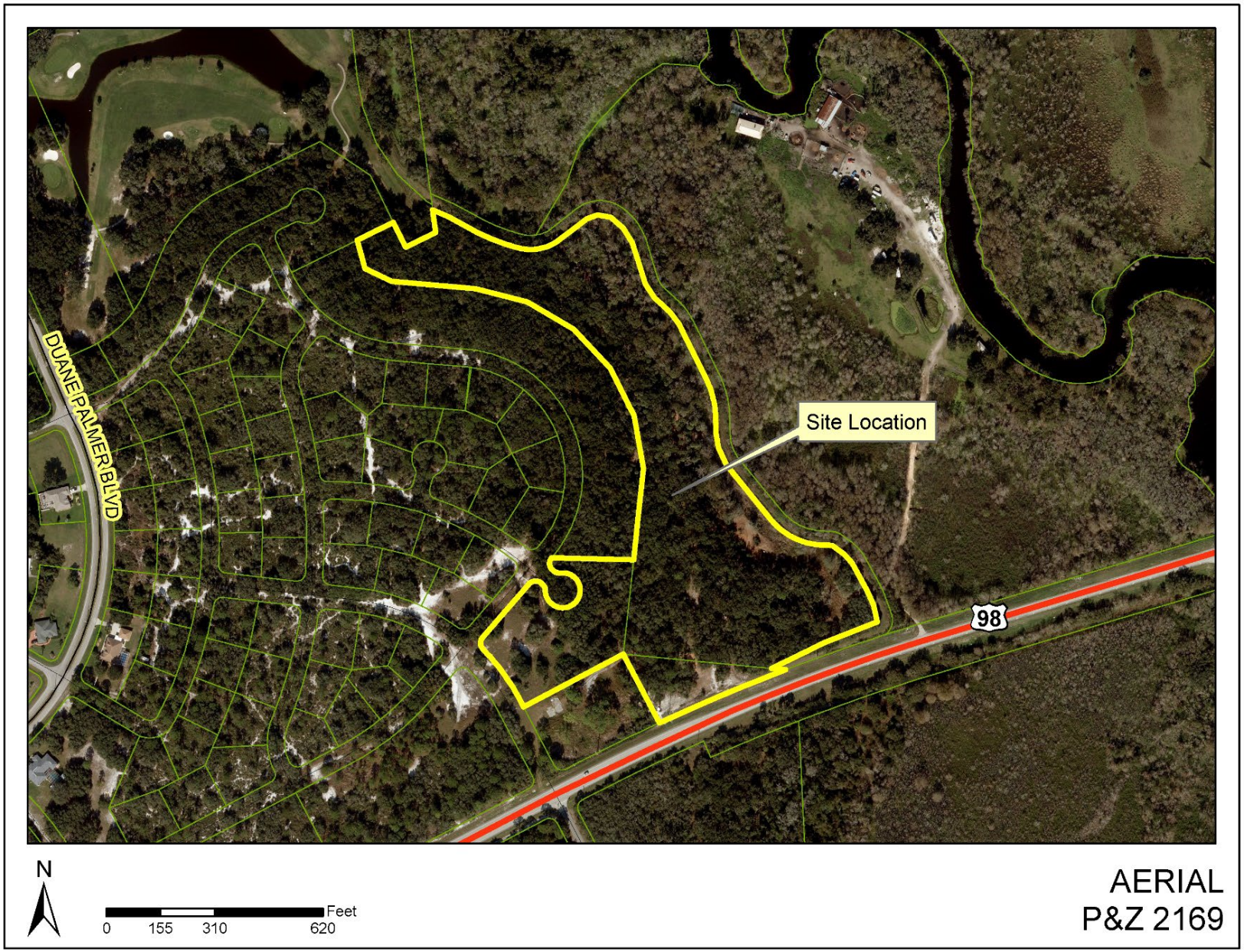

DUANE PALMER BLVD
Site Location
98
N
0
155
310
620
Feet
AERIAL
P&Z 2169

Exhibit 4:

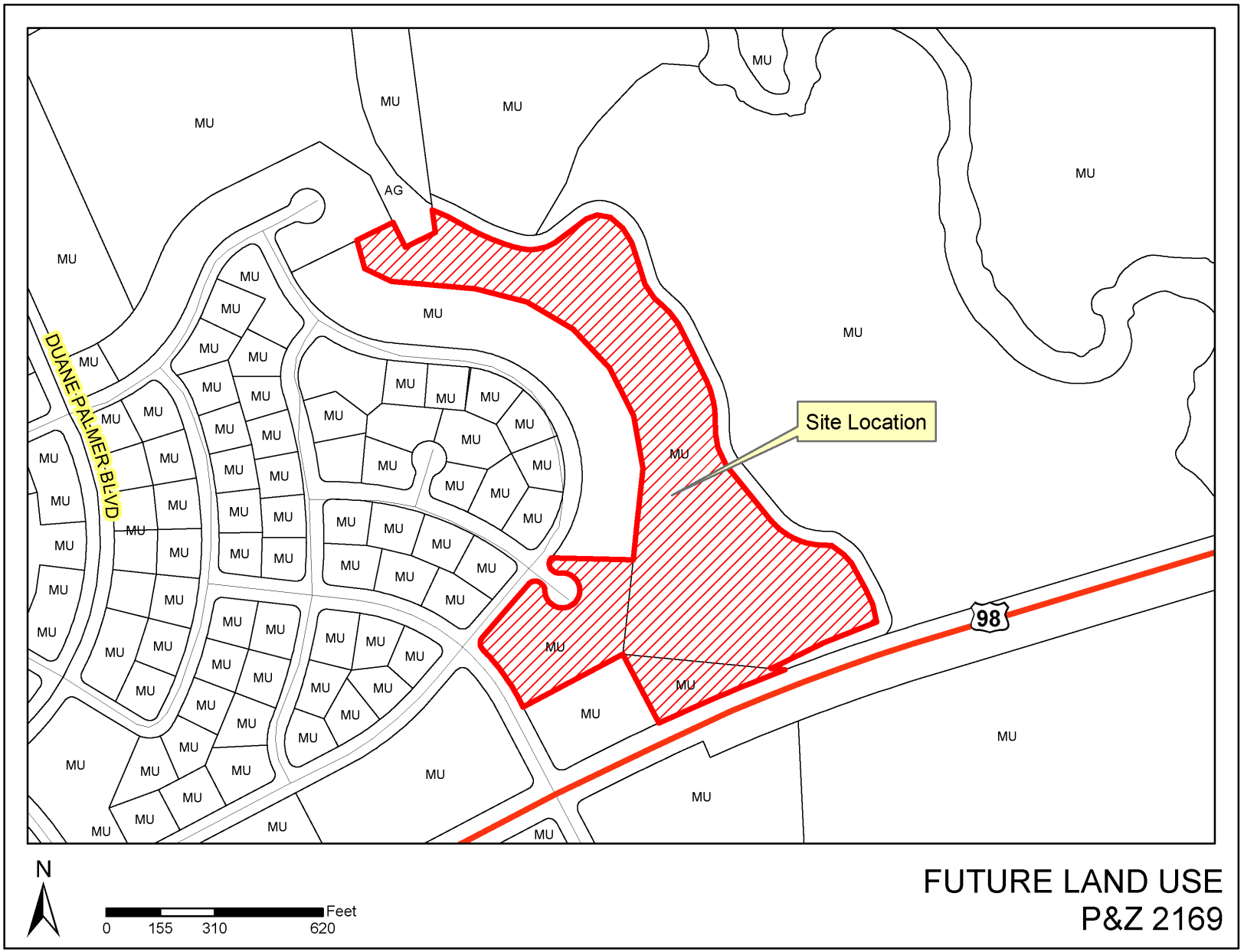

MU
AG
DUANE PALMER BLVD
Site Location
98
N
0
155
310
620
Feet
FUTURE LAND USE
P&Z 2169

Exhibit 5:

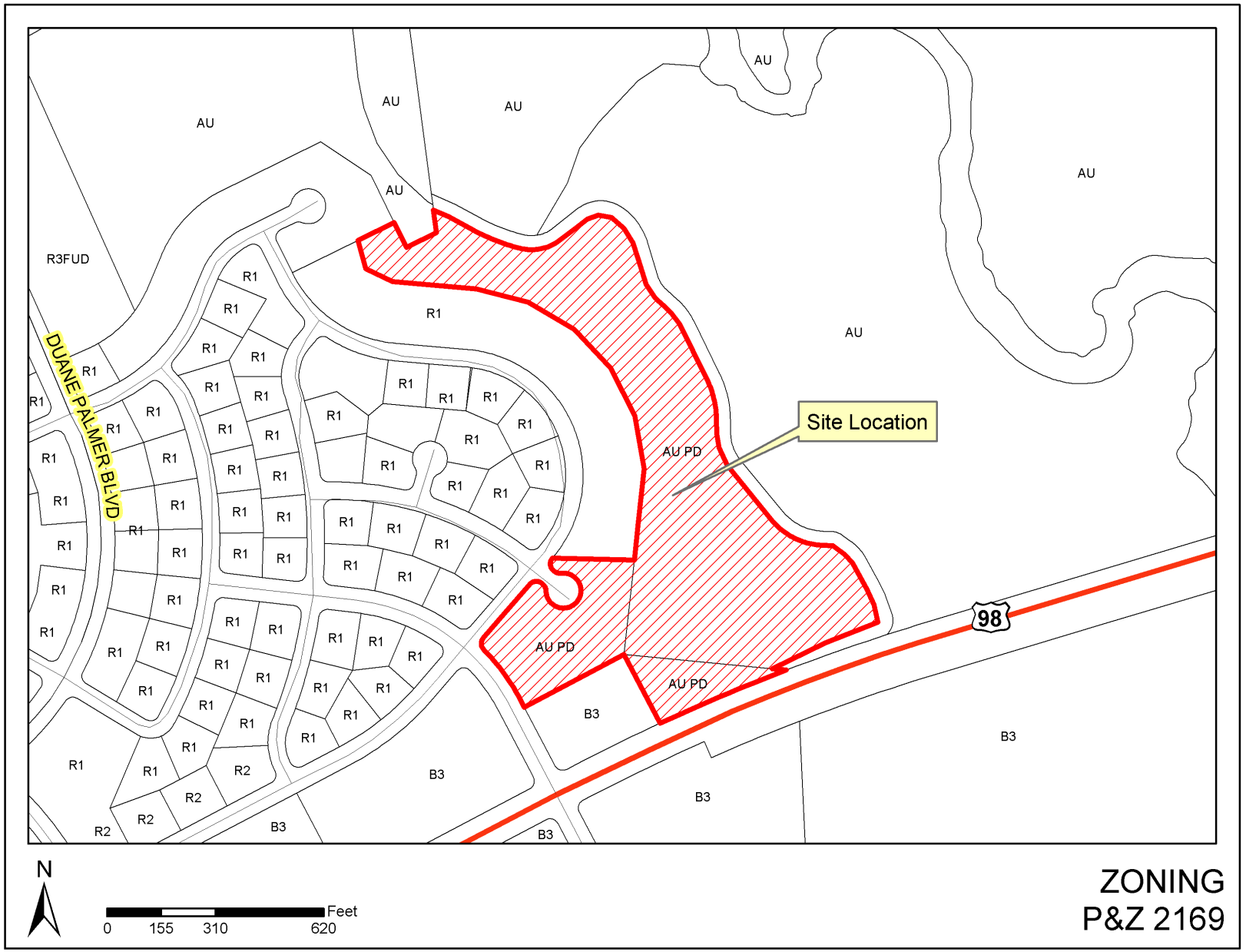
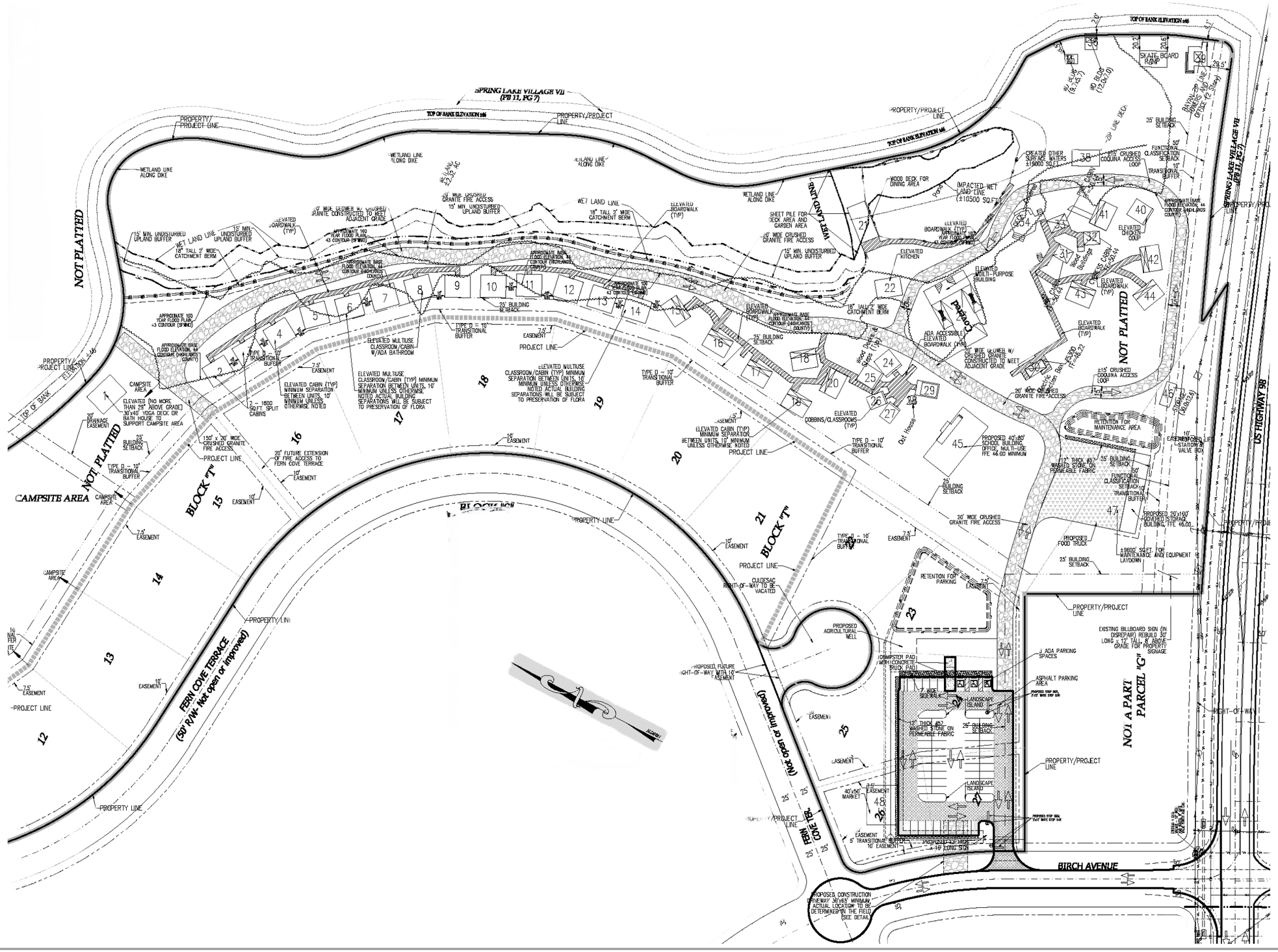

AU
R3FUD
R1
R2
B3
AU PD
Site Location
DUANE PALMER BLVD
98
N
0
155
310
620
Feet
ZONING
P&Z 2169

Exhibit 6:


SPRING LAKE VILLAGE VII (PB 11, PG 7)
TOP OF BANK ELEVATION =66
PROPERTY/PROJECT LINE
WETLAND LINE ALONG DIKE
WET LAND LINE
NOT PLATTED
CAMPSITE AREA
BLOCK "T"
FERN COVE TERRACE (50' R/W- Not open or improved)
PROPERTY LINE
PROJECT LINE
TYPE D - 10' TRANSITIONAL BUFFER
7.5' EASEMENT
10' EASEMENT
19' EASEMENT
25' BUILDING SETBACK
ELEVATED BOARDWALK (TYP)
15' MIN. UNDISTURBED UPLAND BUFFER
18" TALL 2' WIDE CATCHMENT BERM
2 - 1600 SQFT SPLIT CABINS
ELEVATED CABIN (TYP) MINIMUM SEPARATION BETWEEN UNITS, 10' MINIMUM UNLESS OTHERWISE NOTED
ELEVATED MULTIUSE CLASSROOM/CABIN W/ADA BATHROOM
ELEVATED MULTIUSE CLASSROOM/CABIN (TYP) MINIMUM SEPARATION BETWEEN UNITS, 10' MINIMUM UNLESS OTHERWISE NOTED ACTUAL BUILDING SEPARATIONS WILL BE SUBJECT TO PRESERVATION OF FLORA
ELEVATED CABIN (TYP) MINIMUM SEPARATION BETWEEN UNITS, 10' MINIMUM UNLESS OTHERWISE NOTED
ELEVATED (NO MORE THAN 29' ABOVE GRADE) 30'x40' YOGA DECK OR BATH HOUSE TO SUPPORT CAMPSITE AREA
150' x 20' WIDE CRUSHED GRANITE FIRE ACCESS
20' FUTURE EXTENSION OF FIRE ACCESS TO FERN COVE TERRACE
20' DRAINAGE EASEMENT
APPROXIMATE 100 YEAR FLOOD PLAIN +3 CONTOUR (SHING)
APPROXIMATE BASE FLOOD ELEVATION, 44 CONTOUR (HIGHLANDS COUNTY)
TOP OF BANK
ELEV=61.46
PROPERTY/PROJECT LINE ELEV=61.46
CAMPSITE AREA
BLOCK "T"
PROPERTY LINE
PROJECT LINE
FERN COVE TERRACE (50' R/W- Not open or improved)
CULDESAC RIGHT-OF-WAY TO BE VACATED
PROPOSED FUTURE RIGHT-OF-WAY WITH 10' EASEMENT
PROPOSED AGRICULTURAL WELL
RETENTION FOR PARKING
DUMPSTER PAD WITH CONCRETE TRUCK PAD
ADA SIDEWALK
LANDSCAPE ISLAND
12" THICK #57 WASHED STONE ON PERMEABLE FABRIC
ADA PARKING SPACES
ASPHALT PARKING AREA
EXISTING BILLBOARD SIGN (IN DISREPAIR) REBUILD 30' LONG x 12' TALL @ ABOVE GRADE FOR PROPERTY SIGNAGE
NOT A PART PARCEL "G"
RIGHT-OF-WAY
40'x50' MARKET
5' TRANSITIONAL BUFFER
10' LONG SIGN
PROPOSED CONSTRUCTION DRIVEWAY 30'x65' MINIMUM ACTUAL LOCATION TO BE DETERMINED IN THE FIELD (SEE DETAIL)
BIRCH AVENUE
US HIGHWAY 98
ELEVATED MULTI-PURPOSE BUILDING
ELEVATED KITCHEN
WOOD DECK FOR DINING AREA
IMPACTED WET LAND LINE (±10500 SQ.FT.)
GREATER OTHER SURFACE WATERS ±19000 SQ.FT.
WOOD DECK FOR CABINS
ELEVATED CABINS (TYP)
ELEVATED CABANA COUP
ELEVATED BOARDWALK (TYP)
ADA ACCESSIBLE ELEVATED BOARDWALK (TYP)
SKATE BOARD RAMP
BAYSIDE 28' BOARD & BATT OFFICE & STORAGE
FUNCTIONAL CLASSIFICATION SETBACK
15' CRUSHED COQUINA ACCESS LOOP
20' WIDE CRUSHED GRANITE FIRE ACCESS
PROPOSED 40'x80' SCHOOL BUILDING, OFFICE, MULTI-USE FFE 46.00 MINIMUM
RETENTION FOR MAINTENANCE AREA
PROPOSED 20'x100' ADVCRIT ISTORAGE BUILDING, FFE 46.00
±9600 SQ.FT. FOR MAINTENANCE AND EQUIPMENT LAYDOWN
PROPOSED FOOD TRUCK
OUT HOUSES
ELEVATED CORBINS/CLASSROOMS (TYP)
PROPOSED 40'x80' SCHOOL BUILDING, OFFICE, MULTI-USE FFE 46.00 MINIMUM

RESOLUTION NO. 24-25-006

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING MODIFICATION FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-15-35-30-070-P0C0-0030, C-15-35-30-060-P0G0-0010 AND C-15-35-30-060-00T0-0220; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO. 21-22-51; PROVIDING FOR APPROVAL OF ZONING MODIFICATION; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, that property identified by the Highlands County Property Appraiser through Parcel ID#s C-15-35-30-070-P0C0-0030, C-15-35-30-060-P0G0-0010 and C-15-35-30-060-00T0-0220 (“Property”), has a zoning classification of Agriculture Planned Development District (AU PD) as approved by Highlands County Resolution 21-22-51, adopted by the County on January 18, 2022; and

WHEREAS, the owner of the Property, P-House Rach, LLC, has requested a modification to the existing AU PD zoning classification on the Property; and

WHEREAS, the County has determined that the proposed modification is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed modification is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is required for development under the proposed modification; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning modification does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land

Development Regulations; and

WHEREAS, all development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Repeal of Resolution No. 21-22-51. Resolution No. 21-22-51, approved by Highlands County on January 18, 2022, is hereby repealed in its entirety, shall have no further force or effect and shall be replaced by this Resolution No. 24-25-006.

SECTION 3. Approval of Zoning Modification.

A. The AU PD zoning designation for the Property, as identified by the Highlands County Property Appraiser through Parcel ID #s C-15-35-30-070-P0C0-0030, C-15-35-30-060-P0G0-0010 and C-15-35-30-060-00T0-0220, and more particularly described as:

> A portion of Parcel “C” of Spring Lake Village VII, according to the plat thereof, as recorded in Plat Book 11, Page 7, of the Public Records of Highlands County, Florida, described as follows: Being bounded on the Northeast by the Spring Lake Improvement District Dike, as described in Official Records Book 656, Page 612, on the North by the drainage and maintenance area, on the North and West by Lots 9 thru 23, Block “T” of Spring Lake Village VI, as recorded in Plat Book 10, Page 21, of the Public Records of Highland County, Florida, and on the South by Parcel “G”, of said Spring Lake Village VI, and U.S. Highway No. 98 and a portion of Parcel “G”, of Spring Lake Village VI, as per plat recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida, described as follows: Begin at the most Northerly corner of said Parcel “G”, thence South 84 degrees 42’31”, East for a distance of 466.87 feet to the most Easterly corner of said Parcel “G”, said point also being on the North Right-of-Way Line of U.S. Highway No. 98 and on a curve concave to the South, thence in a Southwesterly direction along said North Right-of-Way Line of Highway 98 and along arc of curve to the left (said curve having for its elements a radius of 5779.58 feet, a central angle of 3 degrees 53’23”, a chord bearing of South 67 degrees 01’52” West and a chord distance of 392.28 feet), for a distance of 392.36 feet thence North 27 degrees 52’00” West departing said

North Right-of-Way Line a distance of 221.86 feet to the Point of Beginning; and

A portion of Parcel G, of Spring Lake Village VI, as per plat recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida, described as follows: Begin at the most Northerly corner of said Parcel G, thence South 84°42'31" East for a distance of 466.87 feet to the most Easterly corner of said Parcel G, said point also being on the North Right of Way Line of U.S. Highway No. 98 and on a curve concave to the South, thence in a Southwesterly direction along said North Right of Way Line of Highway 98 and along arc of curve of the left (said curve having for its elements a radius of 5779.58 feet, a central angle of 3°53'23", a chord bearing of South 67°01'52" West and a chord distance of 392.28 feet), for a distance of 392.36 feet, thence North 27°52'00" West departing said North Right of Way Line a distance of 221.86 feet to the Point of Beginning; and,

Lots 22-27, Block T, Spring Lake Village VI, according to the Plat thereof, recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida.

is hereby modified as set forth herein.

B. For all development on the Property, the Property Owner, or any representative thereof shall comply with all applicable County Code requirements imposed during the development review process.

SECTION 4. <u>General Conditions, Restrictions and Limitations.</u> This AU PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.200 and 12.05.290 of the Highlands County Code of Ordinances (hereinafter referred to as the "Code") except as expressly modified as follows:

A. The underlying or base zoning regulations for this PD District shall be the AU District and any allowance not specified herein will be as defined in the AU District as provided in Section 12.05.200 of the Code. Permitted principal uses and accessory uses are as follows, and in accordance with the Phasing and Improvement Schedule:
   1. Private school serving ages three (3) through twelfth (12th) grade, which may include an agricultural curriculum, farm, life skills, culinary, cultural, and practical skills classes.
   2. Experiential education facility featuring agricultural, farm, life skills, culinary, cultural, and practical skills classes.
   3. Day camp, overnight camp, or summer camp.
   4. Eco resort featuring eco tours.
   5. General Store/Market for the sale of:

a. agriculture related products (e.g., seeds, seedlings, fruits, vegetables);
b. products that are handcrafted as part of the agriculture and/or life skills curriculum (e.g., leather bookmarks, handmade nails);
c. products for cultural events (e.g., handmade drums, luminaries);
d. items related to bona fide agricultural use exemption.
e. other agricultural products not grown on-site.

6. Event venue/Multi-Purpose Building for:
   a. class performances and activities;
   b. farm to table dinner;
   c. large classes;
   d. fundraising event;
   e. food/beverage tasting events.
7. Full-service farm to table restaurant with alcohol sales.
   a. Alcoholic beverage sales and on-site consumption shall be strictly limited to non-school hours.
   b. There shall be no signage visible from the outside of any building advertising the sale of alcoholic beverages.
8. Food truck(s).
9. Residential/camping uses, such as:
   a. cabins for guest lodging e.g., traveling or visiting teaching faculty/ support staff/ student lodging/ chaperones, missionaries, security/ maintenance/ school staff, school retreats;
   b. camping area for occasional tent camping/nature classes.
10. Agricultural uses, such as:
    a. Raising or keeping of a maximum of 6 goats, 3 hogs, and 4 sheep;
    b. Agriculture and/or nature museum;
    c. Agritourism activities, including but not limited to:
       i. farm stays;
       ii. farm visits;
       iii. farmer's market in partnership with other farms for sundry merchandise and agriculture related product sales;
       iv. horseback riding;
       v. corn/hay maze;
       vi. petting farm;
       vii. U-pick operations.
    d. Any bona fide agricultural use as determined by the agricultural exemptions issued by the Highlands County Property Appraiser's Office, except for any use that would require a Special Exception in the AU District;
    e. Permitted uses as listed in the underlying AU District, limited

to the following:

i. Grove, produce farm, truck garden, horticultural farm, botanical garden, floriculture, nursery, sod farm, crop raising, hydroponic garden, greenhouse, slat house, forestry, beekeeping with use or keeping animals only as incidental or accessory thereto;
ii. Cattle or stock raising and grazing, dairy farm, but not including commercial goat, sheep or hog raising;
iii. Dock, noncommercial boat pier, slip or boathouse for docking private watercraft;
iv. The parking of one nonagricultural commercial vehicle, on a minimum of one acre, where the resident of the premises is an authorized driver of the commercial vehicle;
v Public parks/recreation;
vi. Fish farm.

11. Accessory uses such as:
    a. Recreational amenities (e.g., zip line, playground equipment);
    b. Storage and maintenance facilities.
    c. A billboard.
    d. Any of the permitted principal uses in paragraph 10 may be used as accessory uses to those principal uses.

B. Prior to development, the Property Owner must undergo the development review process and additional requirements may be identified at that time.

C. Phasing and Improvement Schedule:

Table 1. Phasing and Improvement Schedule

Phase	**Improvements**	**Buildings***	**Completion**
One	Wooden deck dining area, multipurpose building, 5 classrooms made from cobb (known as, cobbins), outhouse(s), utility/laundry building, 2 guest cabins, lounge, storage building, covered deck/outdoor kitchen, 2 playground structures, zipline tower/office, skateboard ramp, storage building chicken coop.	21, 23-40, 46	Existing. Certificates of Occupancy shall not be issued until the internal roadways, potable water and wastewater facilities, and stormwater management/ retention pond(s), as listed in Phase 2, are complete.
Two	8 classroom/cabins, bathrooms, classrooms/school building, indoor/outdoor storage/food truck parking, a school building, and a marketplace.	15-19, 20, 41, 42, 43, 44, 45, 48	Prior to the issuance of any Certificate of Occupancy and prior to obtaining building permits for

Phase	Improvements	Buildings*	Completion
	Internal Roadways, Potable water and wastewater facilities, and Storm Water Management / Retention Ponds	N/A	Phase 3
Three	Student increase. No vertical improvements proposed. Improvements as required by Highlands County.	None	To occur after phase 2 but in no specific order.
Four	Yoga deck or bathhouse, elevated kitchen, 2 guest cabins that can be split into 2 units each, 11 buildings to be used interchangeably as classrooms and guest cabins, and covered storage area with a permanent food truck venue	1, 2-14, 22, 47	N/A
Any	Landscaping, if required, to be completed with the respective phase prior to commencing the next phase.	N/A	As-builts submitted and approved prior to a Certificate of Occupancy being issued for the respective building or phase.
Any	Additional water management retention areas, if required, to be completed concurrent with Phases 3 and 4, respectively, or with any additional permitted structure not specifically numbered on the site plan or in Table 2 of this Resolution.		As-builts submitted and approved prior to a Certificate of Occupancy being issued for the respective structure or phase.

*Refer to site plan for building numbers.

D. Site plan development, throughout the development review process, shall be sensitive to nearby protected natural resources and agricultural properties.

E. The minimum separation requirement between buildings is 10 feet and setbacks to the property line shall be a minimum of 25 feet and/or in accordance with any Functional Classification Setback as required by Section 12.05.309 of the Code, whichever is greater, unless specifically stated as follows:

Table 2. Building Identification and Specified Setbacks

Building*	**Use**	**Setbacks**
1	Yoga Deck or Bathhouse	
2 & 3	Split Cabins	
4-14	Multipurpose buildings (Classroom/Cabin) with Bathrooms	
15-19	Classrooms	
20	Bathroom	
21	Wood Deck (Dining Area)	
22	Commercial Kitchen	
23	Multipurpose Building	
24-27, 29	Classrooms (Cobbins)	Classroom cabins and the outhouse shall require a minimum separation of 5 feet. The classrooms are constructed from Cobb, a fire-retardant material.
28	Outhouse	
30	Utility/Laundry Building	
31-32	Guest Cabins	The separation requirement between buildings 31 and the unmarked outhouse by 32 is 5 feet.
33	Lounge	
34	Covered Deck/Outdoor Kitchen	
35	Playground Equipment	A 9.7-foot x 5.7-foot wood structure located in the eastern corner of the subject parcel shall be a minimum of 18.5 feet from the adjacent easterly property line.
36	Playground Equipment	A 12.0-foot x 7.0-foot wood structure located in the eastern corner of the subject parcel shall be a minimum of 2.0 feet from the adjacent easterly

Building*	Use	Setbacks
		property line.
37	Skateboard Ramp	A skateboard ramp located in the eastern corner of the subject parcel shall be a minimum of 20.2 feet from the adjacent easterly property line.
38	Zipline Deck	
39	Zipline Tower/Office	A 2-story ziplining structure located in the eastern corner of the subject parcel shall be a minimum of 4.1 feet from the adjacent easterly property line.
40	Chicken Coop	The setback from the south property line shall be 50 feet.
41, 42	Classroom	
43	Bathroom	
44	Classroom	
45	School Building/ Multi-Use/ Office	
46	Storage Building	
47	Inside and outside Storage / Food truck venue	
48	Marketplace	
N/A	Billboard	
N/A	Entrance Sign	
N/A	Hog/Goat pens	100 feet from all property lines, 500 feet from all off-site dwellings and any residentially zoned property.

*Refer to site plan for building numbers.

F. A 15-foot-wide drive aisle shall be constructed of Coquina to form a loop for the school drop-off/pick-up queue.

G. Internal drive aisles shall be constructed from crushed granite and a minimum of 20 feet wide from outside edge to outside edge. Structures that

provide access to the internal drive aisles in excess of thirty (30) inches in height shall have a 0-foot setback to the drive aisles (e.g. staircases, walkways).

H. Structures related to bona fide agricultural uses may be erected or removed as needed without modification to the PD site plan so long as any required building permits are issued.

I. Wooden recreational structures (not over concrete/permanent construction), and elevated decks can be erected or removed as needed without modification to the site plan so long as setbacks are met, and any required building permits are issued.

J. Primitive camping areas shall be no less than 200 square feet.

K. The maximum coverage by all buildings shall not exceed 50% of the entire Property.

L. Exterior lighting fixtures shall be shielded and directed onto the Property so as not to impact adjacent properties.

M. An entrance sign shall be permitted along Birch Ave., anywhere within the property lines, so long as the placement would not obstruct visibility of pedestrians or motorists. The sign shall not exceed 15 feet in overall height and 125 square feet on each face.

N. Internal identification signs shall be permitted throughout the property so long as they are not orientated to be read from off of the premises. There shall be no size, setback, spacing, or height requirements for any signage internal to the development.

O. The billboard on the property shall be limited to a height of 25 feet and the sign face shall not exceed 360 square feet.

P. Temporary banner, flag, blade, and snipe signs to be read from off-premises shall be permitted for temporary events unrelated to the advertisement of the school. Temporary event signs shall be located completely within the property boundaries and placed as to not obstruct visibility of pedestrians or motorists and shall be taken down by the end of the day following the event.

Q. All permits required by other government entities with jurisdiction over the property, including but not limited to the applicable water management district, must be approved and submitted to the County prior to any development on the Property.

R. The PD site development plan for this AU PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A".** The property shall be subject to the County Code for final site plan approval.

SECTION 5. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2169, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 10. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 7th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

“Exhibit A” PD Site Development Plan

BUILDING	USE	SETBACKS *
1	YOGA DECK OR BATHHOUSE FOR CAMPING	
2 & 3	SPLIT CABINS	
4 – 14	MULTI-PURPOSE CLASSROOM/CABIN WITH BATHROOM FACILITIES	
15 – 19	CLASSROOMS	
20	BATHROOM	
21	WOOD DECK (DINING AREA)	
22	COMMERCIAL KITCHEN	
23	MULTIPURPOSE BUILDING	
24 – 29	CLASSROOMS & OUTHOUSE (COBBINS)	CLASSROOM CABINS AND THE OUTHOUSE SHALL REQUIRE A MINIMUM SEPARATION OF 5 FEET. THE CLASSROOMS ARE CONSTRUCTED FROM COBB, A FIRE-RETARDANT MATERIAL
30	UTILITY/LAUNDRY BUILDING	
31 – 32	GUEST CABINS	THE SEPARATION REQUIREMENT BETWEEN BUILDINGS 29 AND 32 IS 5 FEET. THE SEPARATION REQUIREMENT BETWEEN BUILDINGS 32 AND 41 IS 10 FEET.
33	LOUNGE	
34	COVERED DECK/OUTDOOR KITCHEN	
35	PLAYGROUND EQUIPMENT	A 5.7-FOOT X 5.7-FOOT WOOD STRUCTURE LOCATED IN THE EASTERN CORNER OF THE SUBJECT PARCEL SHALL BE A MINIMUM OF 18.5 FEET FROM THE ADJACENT EASTERLY PROPERTY LINE.
36	PLAYGROUND EQUIPMENT	A 12.9-FOOT X 7.0-FOOT WOOD STRUCTURE LOCATED IN THE EASTERN CORNER OF THE SUBJECT PARCEL SHALL BE A MINIMUM OF 2.0 FEET FROM THE ADJACENT EASTERLY PROPERTY LINE.
37	SKATEBOARD RAMP	A SKATEBOARD RAMP LOCATED IN THE EASTERN CORNER OF THE SUBJECT PARCEL SHALL BE A MINIMUM OF 20.2 FEET FROM THE ADJACENT EASTERLY PROPERTY LINE.
38	ZIPLINE DECK	
39	ZIPLINE TOWER/OFFICE	A 2-STORY ZIPLINING STRUCTURE LOCATED IN THE EASTERN CORNER OF THE SUBJECT PARCEL SHALL BE A MINIMUM OF 4.1 FEET FROM THE ADJACENT EASTERLY PROPERTY LINE.
40	CHICKEN COOP	THE SETBACK FROM THE SOUTH PROPERTY LINE SHALL BE 50 FEET.
41 – 42	CLASSROOMS/SCHOOL BUILDING	THE SEPARATION REQUIREMENTS BETWEEN BUILDINGS 32 AND 41 IS 10 FEET.
43	BATHROOM	
44	CLASSROOM	
45	SCHOOL BUILDING/OFFICE/MULTI-USE	
46	EXISTING STORAGE (30'x12.6')	
47	COVERED STORAGE/FOOD TRUCK PARKING	
48	MARKETPLACE	
N/A	HOG/GOAT PENS	100 FEET FROM ALL PROPERTY LINES, 500 FEET FROM ALL DWELLINGS AND ANY RESIDENTIALLY ZONED PROPERTY.

* MINIMUM SETBACK UNLESS OTHERWISE NOTED

DATE	REMARK	DR	CH
08-MAY-23	INITIAL SUBMITTAL/NOT FOR CONSTRUCTION	MLW	
19-JUL-23	US HWY 98 STRIPING REVISION	MLW	
26-AUG-23	US HWY 98 STRIPING REVISION	MLW	
06-SEP-24	REVISED SITE PLAN LAYOUT	MLW	
19-SEP-24	UPDATED REVISED SITE PLAN LAYOUT	MLW	
23-SEP-24	CLARIFICATION OF SITE PLAN LAYOUT	MLW	

CERTIFICATE OF AUTHORIZATION # 5684
ROGER DALE POLSTON P. E. # 23222
MARVIN LUTHER WOLFE P.E. # 46530

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS
2923 KENILWORTH BLVD., SEBRING, FLORIDA 33870
863-385-0064 PHONE – 863-385-3452 FAX

ENGINEER JOB # 21033

ACADEMY IN THE PARC
SPECIAL ZONING MAP
FINAL SITE DEVELOPMENT LAYOUT

DRAWING SCALE
1"=60'

SHEET
C1 OF C1

Colleen & Richard Paul-Hus
The PARC
5300 US 98
Sebring, FL 33876

September 9, 2024

Planning and Zoning Division
Highlands County Board of County Commissioners
501 S. Commerce Avenue
Sebring, FL 33870

RE: Letter of Intent - The PARC

To Whom it May Concern:

We own the properties identified by the parcel numbers C-15-35-30-070-P0C0-0030 (5300 US 98), C-15-35-30-060-P0G0-0010 (5314 US 98) and C-15-35-30-060-00T0-0220 (no address assigned). We are seeking a modification to the conditions of our existing zoning of Agricultural District with a Planned Development District (AU PD) to provide clarification of existing uses and confirm a private school as a permitted use on the property.

The property, known as The PARC, has been developed as an educational and recreational facility dedicated to immersive learning experiences inspired by nature and agriculture. Our intent is to continue using the property for a variety of educational and hands-on activities that include:

1. **Private School:** The PARC will function as a private school for children starting at age 3 and continuing through twelfth grade. Educational components will include agricultural activities, cultural appreciation, and a curriculum centered on practical skills.

2. **Workshops and Classes:** Regular workshops and classes for participants of all ages will be held in various disciplines, including blacksmithing, cob earth building, cooking, and leather crafting. These activities are designed to provide participants with practical skills and knowledge in a natural setting.

3. **Agricultural Activities**: The property includes a learning lab barn/ multipurpose building, greenhouse, chicken and duck coops, bunny pens, and an eco pond. These facilities support agricultural education and hands-on farming experiences.

4. **Recreational Activities:** The PARC offers ample open spaces, forested areas, and an eco pond for recreational activities. These areas are used for running, playing, and exploring nature, and providing a holistic learning environment for children. Additionally, unique and practical recreational activities include skateboard ramps, zip lines, and axe throwing.

5. **Community Events:** The PARC also hosts community events and gatherings, fostering a sense of community and connection with nature. These events are designed to engage participants of all ages in meaningful and educational experiences.

6. **Eco Resort:** The PARC allows for an immersive camping experience with on-site cabins that can be utilized for a range of nature-based activities.

Agricultural activities, agritourism, and private schools are permitted uses in the existing underlying Agricultural zoning district. The proposed language in the PD resolution is designed to respect the agricultural nature of the property while accounting for our unique design innovations. Additionally, the requested uses are consistent with the existing Mixed-Use Future Land Use and existing uses in the surrounding area.

Thank you for taking the time to consider the proposed modifications to our existing zoning. Please do not hesitate to contact us for additional information, or questions.

Respectfully,

Richard & Colleen Paul-Hus

5300 US Highway 98 Sebring, FL 33870 954-294-0933

Highlands County, Florida
Zoning Change Application

Zoning change from: AU PD
Zoning change to: AU PD

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: P&Z 2169 / Project # 24090005 **Date of Application:** Final updates rcvd 9/20/24
Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001378 **Tax Map No.:** 176-B
Hearing Dates: LP: **P&Z:** 10/08/2024 **BCC:** 10/15/2024

****

This application has been reviewed for completeness and determined sufficient:
Rachel Barry 9/23/2024
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: P-House Ranch LLC
   Mailing Address: 1621 LAKEVIEW DR, Sebring, FL 33870
   Telephone No.: 954-294-0933 **E-Mail Address:** Colleen@theparc.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Greg Griffin (Bayhead Consulting) & Julie Klahr
   Mailing Address: Greg: 406 N. Franklin St., Sebring, FL 33870 Julie: 3099 East Commercial Boulevard, Suite 20
   Telephone No.: (561)239-2733 or 954-771-4500 **E-Mail Address:** gg@bhci.pro and JKlahr@GorenCher

NOTARIZED AUTHORIZATION:

□ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

□ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached, Exhibit A

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-15-35-30-070-P0C0-0030 **STRAP #:**C-15-35-30-060-00T0-0220
   STRAP #:C-15-35-30-060-P0G0-0010 **STRAP #:**C-----------

5. **Street Address(es) of Property Covered by the Application:** 5300 & 5314 US 98, Sebring, FL, 33876
   Address for C-15-35-30-060-00T0-0220 not assigned

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU PD **Existing Land Use Classification:** MU
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,000 at widest point feet, (depth) 1,685 at deepest point feet, street frontage 385 on 98 & 2,644 on Birch, Honey Locust Rd. and Deer Ln feet, water frontage 0 feet, **Total acres** 16.19 acres
If different from the total acreage, the upland, or developable portion is 13.87 +/- acres.

8. **Are there existing structures on the property?** ■Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? Current structures include: Wooden deck dining area, multipurpose building, zipline tower/office, skate board ramp, wooden play structures, chicken coop, covered deck, lounge, yoga deck, outhouse, 2 guest cabins, and utility building. All structures are used for the operation of the existing private school, restaurant, event venue, classrooms, and eco-resort.

If multiple units, the number of dwellings per building/number of buildings: No permanent dwelling units. 19 buildings including skate ramp, play structures, zip line, utility building, outhouse,etc.

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).:

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when?

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain.

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Golf Course/Acreage/Spring Lake Common Area	AG	AU
South	Spring Lake Common Area/US 98/Vacant	US 98/MU	US 98/AU/B-3
East	Spring Lake Common Area/Grazing Soil	AG	AU
West	Vacant	MU	B-3/R-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Encourage flexibility in design and permit planned integration of multiple uses and structures, provide opportunities for design innovations, promote more efficient and economic uses of land, etc.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** Approximately 45 separate buildings are proposed, none of which will be use for living purposes. Approximtely 43,200 square feet of structures is proposed.

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of new buildings 43,200 divided by Parcel size 16.19 acres = FAR 6 %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the Spring Lake Improvement District water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating 999,999 gpcd.
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for 389,000 gpcd.
d. The facility has an excess capacity of 610,999 gpcd.
e. This proposed development will require approximately 9,600 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. CP IP **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Improvement District system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating 0.080 gpcd.
b. The facility has a permitted capacity for 0.080 gpcd.
c. The facility has an average demand or committed capacity for 0.033 gpcd.
d. The facility has an excess capacity of 0.055 gpcd.
e. This proposed development will require approximately 0.009 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. CP IP **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No CP IP **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the County-Approved refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: A minimum of 20% open space shall be provided as required by Section 12.11.104.2. of the LDRs. Recreational facilities will be available as part of the school and resort-style amenities, including but not limited to, playground equipment, skateboard ramp, zipline, nature trails, etc.

    Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No

    If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Richard Paul-Hus, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. X

Signed, Sealed and Delivered
in our presence:

Print Name: MARVIN WOLFE

Print Name: Gregory W. Bottin

P-House Ranch, LLC
a _____ corporation.
By: Richard Paul-Hus
Print Name: Richard Paul-Hus
Title: Managing member

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 9 day of September, 2024 by Richard Paul-Hus who is personally known by me [ ] or who has produced _____, as identification and who did take an oath:

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Colleen Paul-Hus, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. X

Signed, Sealed and Delivered
in our presence:

Print Name: Merlin Wolfe

Print Name: Gregory N. Griffin

P House Ranch
a _____ corporation.
By: Colleen Paul-Hus
Print Name: Colleen Paul-Hus
Title: Owner

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9 day of September, 2024 by Colleen Paul-Hus who is personally known by me [ ] or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

Melinda Benton
Print Name

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Richard Paul-Hus, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. X

Richard Paul-Hus
Print Name of Owner

Signature of Owner

3500 N. Ocean Blvd.
Address: Number and Street (P.O. Box)

Gulf Stream, Florida 33483
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Richard Paul-Hus who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Signature

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Colleen Paul-Hus, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. X

Colleen Paul-Hus
Print Name of Owner

Colleen Paul-Hus
Signature of Owner

3500 N. Ocean Blvd.
Address: Number and Street (P.O. Box)

Gulf Stream, Florida 33483
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024, by Colleen Paul-Hus who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Buta
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Gregory Griffin to be my agent for this application.

Richard Paul-Hus
Print Name of Applicant

Signature of Applicant

3500 N. Ocean Blvd.
Address: Number and Street (P.O. Box)

Gulf Stream, Florida 33483
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Richard Paul-Hus who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Melinda Benton
Print Name

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Gregory Griffin to be my agent for this application.

Collen Paul-Hus
Print Name of Applicant

Colleen Paul-Hus
Signature of Applicant

3500 N. Ocean Blvd.
Address: Number and Street (P.O. Box)

Gulf Stream, Florida 33483
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Colleen Paul-Hus who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

Melinda Benton
Print Name

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Gregory Griffin, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Gregory Griffin
Print Name of Agent

Signature of Agent

460 N. Franklin Street
Address: Number and Street (P.O. Box)

Sebring, Florida 33870
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024 by Gregory Griffin who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Julie F. Klahr, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Julie F. Klahr
Print Name of Agent

Julie Klahr
Signature of Agent

3099 E. Commercial Blvd., Suite 200
Address: Number and Street (P.O. Box)

Fort Lauderdale, FL 33308
City and State (Zip Code)

STATE OF FLORIDA
~~HIGHLANDS~~ COUNTY
Broward

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of September, 2024 by Julie F. Klahr who is personally known by me ☐ or who has produced _____, as identification and who did take an oath.

JENNIFER CRACCHIOLO
Commission # HH 381824
Expires April 2, 2027

Signature

Jennifer Cracchiolo
Print Name

Notary Public, State of Florida
My Commission Expires: April 2, 2027

Exhibit A

Legal Description

Portion of Parcel C, lying west of dike and north of US Hwy 98 and east of Village 6, Spring Lake Village CII, metes and bounds description in deeds, according to the plat thereof, as recorded in Plat Book 1, Page 7 of the Public Records of Highlands County, Florida; and the easterly 392 feet more or less of Parcel G, Spring Lake Village VI, according to the Plat thereof as recorded in Plat Book 10, Page 21 of the Public Records of Highlands County, Florida; and Lots 22 through 27, Bock T, Spring Lake Village VI, according to the Plat thereof as recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida.

OFFICIAL RECORDS FILE#: 2179922 OR BK 3012 PG 1022 PAGES: 3
11/29/2023 3:22:44 PM REC FEES: $27.00 DEED DOC:$0.70
D.C. DLATIMER JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

27.00
,70

Prepared by and return to:
J. Michael Swaine
Attorney at Law
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549
File No. 8596-001

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 27 day of November, 2023 between **RICHARD PAUL-HUS** and **COLLEEN PAUL-HUS**, husband and wife, whose post office address is 3500 N. Ocean Blvd., Gulf Steam, FL 33482, grantor, and **P-HOUSE RANCH LLC**, a Florida limited liability company, whose post office address is 1621 Lakeview Drive, Sebring, FL 33870, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Highlands County** to-wit:

The Easterly 392 feet of Parcel G, SPRING LAKE VILLAGE VI, according to the plat thereof recorded in Plat Book 10, Page 21 of the Public Records of Highlands County, Florida as more particularly described on Schedule "A" attached hereto.

Parcel ID No. C-15-35-30-060-P0G0-0010

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of Grantor's homestead property.

NOTICE TO CLERK: THIS IS A TRANSFER OF UNENCUMBERED PROPERTY FROM THE GRANTORS TO A LIMITED LIABILITY COMPANY, THE SOLE MEMBERS OF WHICH ARE THE GRANTORS. NO DOCUMENTARY STAMP TAXES ARE DUE ON THE CONVEYANCE.

The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title. The Grantee is accepting the Property without title examination or title opinion.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

415

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witness
Printed Name: Mikayela Berrones

RICHARD PAUL-HUS

Witness
Printed Name: TERRI WATSON

State of Florida
County of HIGHLANDS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 27 day of November, 2023 by means of ☒ physical presence or ☐ online notarization, of **RICHARD PAUL-HUS**, who [ ] is personally known or [X] produced a driver's license as identification.

[Notary Seal]

TERRI WATSON
MY COMMISSION # HH 269111
EXPIRES: September 23, 2026

Notary Public Signature
Printed Name:
My Commission Expires:

Witness
Printed Name: TERRI WATSON

COLLEEN PAUL-HUS

Witness
Printed Name: Mikayela Berrones

State of Florida
County of Highlands

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 22 day of November, 2023 by means of ☒ physical presence or ☐ online notarization, of **COLLEEN PAUL-HUS**, who [X] is personally known or [ ] produced a driver's license as identification.

[Notary Seal]

TERRI WATSON
MY COMMISSION # HH 269111
EXPIRES: September 23, 2026

Notary Public Signature
Printed Name:
My Commission Expires:

DoubleTime®

Schedule "A"

A portion of Parcel G, of Spring Lake Village VI, as per plat recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida, described as follows: Begin at the most Northerly corner of said Parcel G, thence South 84°42'31" East for a distance of 466.87 feet to the most Easterly corner of said Parcel G, said point also being on the North Right of Way Line of U.S. Highway No. 98 and on a curve concave to the South, thence in a Southwesterly direction along said North Right of Way Line of Highway 98 and along arc of curve of the left (said curve having for its elements a radius of 5779.58 feet, a central angle of 3°53'23", a chord bearing of South 67°01'52" West and a chord distance of 392.28 feet), for a distance of 392.36 feet, thence North 27°52'00" West departing said North Right of Way Line a distance of 221.86 feet to the Point of Beginning

OFFICIAL RECORDS FILE#: 2217400 OR BK 3061 PG 1971 PAGES: 3
8/12/2024 2:56:09 PM REC FEES: $27.00
D.C. JBASSETT JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

This Instrument was prepared by:
Sean M. Swartz, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

Parcel ID No. C-15-35-30-070-P0C0-0030

This Corrective Quit Claim Deed is recorded to correct the legal description contained in that certain Quit Claim Deed recorded in Official Record Book 3012 at Page 82 in the public records of Highlands County, Florida.

CORRECTIVE QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 8th day of August, 2024 by and between COLLEEN A. PAUL-HUS, INDIVIDUALLY AND AS TRUSTEE OF THE RICHARD PAUL-HUS 2016 IRREVOCABLE INSURANCE TRUST DATED JULY 1, 2016, whose mailing address is 1621 Lakeview Drive, Sebring, FL 33870 (hereinafter collectively the "Grantor") and P-HOUSE RANCH LLC, a Florida limited liability company whole mailing address is 1621 Lakeview Drive, Sebring, FL 33870 (hereinafter the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and quit-claimed to said Grantee and Grantee's heirs, successors and assigns forever the following described real property situate, lying and being in Highlands County, Florida, to wit:

Please see Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of said Grantee forever.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seals the day and year first above written.

WITNESSES:

Witness
Print Name: SAM C CALVANO
Address: 3170 N. Federal Hwy., Ste. 207
Lighthouse Point, FL 33064

Witness
Print Name: Lindsey M. Tenberg
Address: 3170 N. Federal Hwy., Ste. 207
Lighthouse Point, FL 33064

Colleen A. Paul-Hus, Individually and as Trustee

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of August, 2024, by means of ___ physical presence or ___ online notarization, by Colleen A. Paul-Hus, Individually and as Trustee of the Richard Paul-Hus 2016 Irrevocable Insurance Trust Dated July 1, 2016, and she is ( ) personally known to me or (✓) has produced a Florida driver's license as identification.

LINDSEY M. TENBERG
Notary Public
State of Florida
Comm# HH322644
Expires 12/7/2026

NOTARY PUBLIC, State of Florida
Lindsey M. Tenberg
Print Name
My Commission expires: 12/7/2026
Serial No.: _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Parcel "C" of SPRING LAKE VILLAGE VII, according to the plat thereof, as recorded in Plat Book 11, Page 7, of the Public Records of Highlands County, Florida, described as follows:

Being bounded on the Northeast by the Spring Lake Improvement District Dike, as described in Official Records Book 656, Page 612, on the North by the drainage and maintenance area, on the North and West by Lots 9 thru 23, Block "T" of SPRING LAKE VILLAGE VI, as recorded in Plat Book 10, Page 21, of the Public Records of Highland County, Florida, and on the South by Parcel "G", of said SPRING LAKE VILLAGE VI, and U.S. Highway No. 98 and a portion of Parcel "G", of SPRING LAKE VILLAGE VI, as per plat recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida, described as follows: Begin at the most Northerly corner of said Parcel "G', thence South 84 degrees 42'31", East for a distance of 466.87 feet to the most Easterly corner of said Parcel "G", said point also being on the North Right-of-Way Line of U.S. Highway 98 and on a curve concave to the South, thence in a Southwesterly direction along said North Right-of-Way Line of Highway 98 and along arc of curve of the left (said curve having for its elements a radius 5779.58 feet, a central angle of 3 degrees 53'23", a chord bearing of South 67 degrees 01'52" West and a chord distance of 392.28 feet), for a distance of 392.36 feet thence North 27 degrees 52'00" West departing said North Right-of-Way Line a distance of 221.86 feet to the Point of Beginning.

OFFICIAL RECORDS FILE#: 2039376 OR BK 2830 PG 1526 PAGES: 2
6/15/2021 4:18:38 PM REC FEES: $18.50 DEED DOC:$910.00
D.C. DLATIMER JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Prepared by and return to:
Allison C. Behrman

Nielander Law Firm, P.A.
172 E. Interlake Blvd.
Lake Placid, FL 33852
863-465-8181
File Number: **21-246LR**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of June, 2021 between **Spring Lake Improvement District, a Florida Special District** whose post office address is **115 Spring Lake Blvd., Sebring, FL 33876**, grantor, and **P-House Ranch LLC, a Florida limited liability company** whose post office address is **3500 N. Ocean Blvd., Gulf Stream, FL 33483**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

Lots 2-10, Block T, Spring Lake Village VI, according to the Plat thereof, recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida.

and

Lots 11-27, Block T, Spring Lake Village VI, according to the Plat thereof, recorded in Plat Book 10, Page 21, of the Public Records of Highlands County, Florida.

Subject To:
1. Comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
3. Public utility easements of record.
4. Taxes for the year 2021 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: William J. Nielander

Witness Name: Tina L. Jacobs

Spring Lake Improvement District, a Florida Special District

By: _____
Timothy J. McKenna

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4 day of June, 2021 by Timothy J. McKenna of Spring Lake Improvement District, a Florida Special District, on behalf of the corporation. He/she [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Notary Public State of Florida
William J Nielander
My Commission GG 365680
Expires 09/11/2023

SpringLake IMPROVEMENT DISTRICT
115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

August 19, 2024

To: The Parc
From: Spring Lake improvement District
Subject: Utility Availability

This is to confirm that Spring Lake Improvement district's facilities currently have capacity to provide water and wastewater services to,
ZONING - AUPD
PARCEL ID – C-15-35-30-070-P0C0-0030, C-15-35-30-060-00T0, C-15-35-30-060-P0G0-0010
TOTAL AREA – 16.19 ACRES Development

	Potable Water		**Wastewater**	
Designed capacity:	999,999	MGD	0.080	MGD
Permitted capacity:	999,999	MGD	0.080	MGD
Committed capacity:	389,000	MGD	0.033	MGD
Excess capacity:	610,999	MGD	0.055	MGD
This development demand:	9,600	MGD	0.009	MGD

We look forward to serving you.

Sincerely

Israel Serrano
Deputy manager
Spring Lake Improvement District

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Cyndie Kramer, Planning & Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-24-633SS for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 1.09 acres, to change the Future Land Use Map from Mixed Use (MU) to High Density Residential (RH). The parcel is vacant of structures and retains its native vegetation. The Applicant is proposing to utilize the property as part of a future residential development.

There is a companion request to amend an existing Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD) and a request for a zoning change from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District (R-3), changing the entire project area to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD), under Hearing No. P&Z 2151.

The Planning and Zoning Commission recommended approval of CPA-24-633SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 24-25-03, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-24-633SS for BCC Emerald Hills.pdf
CPA-24-633SS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf
CPA-24-633SS Application.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**P&Z Hearing Date:** 11/07/2024
Case Number: CPA-24-633SS	**Case Name:** Emerald Hills
Agent: Roger Dale Polston	**Property Owner:** Emerald Hills Golf Villas LLC
Public Hearing: BCC Agenda Item 10B	**Case Staff Member:** Cyndie Kramer

Request: Change the Future Land Use Map (FLUM) for an approximate 1.09-acres, from Mixed Use (MU) to High Density Residential (RH).

General Location: An approximate 1.09-acre portion of a 2.23-acre parcel, located in the Sun ‘n Lake of Sebring Improvement District, approximately 1.60 miles west of US 27 North, 0.30 miles east of Cortez Boulevard, 0.09 miles south of Sun ‘n Lake Boulevard, and 1.13 miles north of Schumacher Road; the Parcel ID# being C-04-34-28-130-2760-0011.

Parcel ID: C-04-34-28-130-2760-0011 (Portion)

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 24-25-03, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.09 acres from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 14, 2024, P&Z Minutes and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-24-633SS – SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT:</u>** "An approximate 1.09-acre portion of a parcel located in the Sun 'N Lake of Sebring Improvement District, approximately 1.60 miles west of US 27 North, 0.30 miles east of Cortez Boulevard, 0.09 miles south of Sun 'N Lake Boulevard, and 1.13 miles north of Schumacher Road; the address being 3891 Edgewater Drive, Sebring; and abbreviated legal description as follows: An approximate 1.09-acre portion of a parcel located in Section 9, Township 34 South, Range 28 East, Highlands County, Florida.

   The applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Mixed Use (MU) to High Density Residential (RH). Mrs. Hunnicutt read the request and Mrs. Kramer presented the request. There were no letters received, and no one spoke in favor or against the request. Mr. Roberts asked whether the golf course was covered by any restrictions, to which staff noted no knowledge of. The Agent stated the property does not contain any deed restrictions.

   Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1.09-acre portion from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 7-0**."

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 1.09-acre portion of a 2.23-acre parcel, from MU to RH.

The parcel is part of an existing golf course use. The Applicant is proposing to utilize the property as part of a future residential development.

There is a companion request to amend an existing Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD) and a request for a zoning change from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District (R-3), changing the entire project area to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD), under Hearing No. P&Z 2151.

2. Existing Use Analysis:

Northwest RH Multi-Family: 2,600 sq. ft. lots Zoned R-3 FUD	**North** RH Vacant/Native Vegetation Zoned R-3 FUD	**Northeast** RH Vacant/Native Vegetation Zoned R-3 FUD
West MU Golf Course Zoned R-3	**SUBJECT PROPERTY** MU Golf Course Zoned R-3	**East** RH Golf Course Zoned R-3 FUD
Southwest MU Golf Course Zoned AU	**South** MU Golf Course Zoned AU	**Southeast** MU Golf Course Zoned AU

3. Applicable References:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan:
  - Future Land Use Policies: 1.1, General Growth Management Strategy;
  - Policy 1.2.D.12, Mixed Use (MU)
  - Policy 1.2.D.4, High Density Residential (RH).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   Zoning Division: No objection to this request.

   Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

   Natural Resources: In reference to the area subject to the companion zoning change, approximately 1/3 of this property is shown as cutthroat seep. This will require at minimum a Simplified Environmental Clearance Report. Most likely the seep has been compromised by Sun 'n Lake Blvd and the small ditch and pond near the southern and southwestern borders. The western portion of the property appears to be somewhat xeric. We suggest a gopher tortoise survey of this portion of the property prior to construction.

   Fire Rescue: No comment on land use change.

   Florida Department of Health: No objection to this request.

2. **The following Departments, Divisions, and Agencies offered no comment:** Southwest Florida Water Management District.

3. **The following Departments, Divisions, and Agencies did not respond:** Emergency Management, Building Department, Road & Bridge Department, City of Sebring, City of Avon Park, Highlands County School Board, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and Florida Department of Agriculture and Consumer Services (FDACS).

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   A. **Natural Features Analysis:**
      1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 155 feet.
      2. **Soils:** The soil underlying the site *is Immokalee Sand.* The available water capacity is very low, with a very rapid runoff. Depth to the water table is about 6 to 18 inches. This soil is nearly level, and poorly drained.
      3. **Surface Waters:** The subject parcel adjoins a man-made retention pond.
      4. **Vegetative Cover:** The site has been cleared of native vegetation.

   B. **Land Use Analysis:**
      1. **Current Use of Land:** The current use of the land is the fringe area of a golf course.

2. **Vesting Rights:** The entire development is vested under BLIVR-788-001, as modified by BLIM-07-2008-003.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Mixed Use.
4. **Proposed FLUM Designation:** The proposed FLUM designation is High Density Residential.
5. **Proposed FLUM Population Yield:** The proposed RH Future Land Use allows up to 12 dwelling units per acre. The parcel could currently carry a potential population yield of 29 persons (1.09 acres x 12 dwelling units per acre = 13.08; 13 dwelling units x 2.25 persons = 29.25 persons).
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site as part of a residential development.

C. **Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that this portion of the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** A portion of the property has a flood zone designation of A, a Special Flood Hazard Area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0119C**, effective November 18, 2015. The remainder of the property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ, per Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. **Public Facilities and Services:**

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Sun 'n Lake Improvement District.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the Sun 'n Lake Improvement District.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The parcel does not have direct site access.

5. **Railroad Access:** The site does not have railroad access.
6. **Recreation:** The proposed development addressed by the accompanying zoning request, P&Z 2151, proposes private recreational facilities.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations (SWFWMD).

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis for the proposed development addressed by the accompanying zoning request, P&Z 2151, **will be required** at the time of development.

F. **Schools:** The permitted uses within the High Density Residential Future Land Use designation are residential in nature. Project development consistent with the RH designation will likely generate student impacts to the school district and school concurrency **is required**.

G. **Airports:** The subject property is located approximately 4 miles south of the Avon Park Executive Airport and 16 miles northwest of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:*

The site is located in an area with other residential uses. When joined with other properties, the site access will be directly off Sun ‘n Lake Blvd. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies will need to be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:*

The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:*

The future development will be required to install a sidewalk adjacent to the property that will connect to an existing sidewalk network. There is also an existing multi-use path on the north side of Sun 'n Lake Blvd. The combined pedestrian and bicycle network provide linkages to recreational, commercial, office and medical uses, and ultimately connects to US 27.

(4) *Promotes conservation of water and energy:* Conservation of water and energy remains an important consideration.

Future development must ensure that it complies with Policies 6.5 and 8.1 of the Infrastructure Element of the Comprehensive Plan, for multi-family residential development and water conservation.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:*

This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:*

The future development is located in an area planned for residential development, which is balanced with the preservation of other open space and natural lands. The future development is located on a golf course and proposes on-site recreational facilities.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:*

The site is located in a master-planned community with a variety of residential and nonresidential land uses. The amendment will allow for a balance of densities between multi-family and single-family residential uses.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:*

This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the limited area subject to the proposed Small Scale Comprehensive Plan Amendment but may be required for the future development of the parcel in combination with adjoining properties.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.09 acres from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

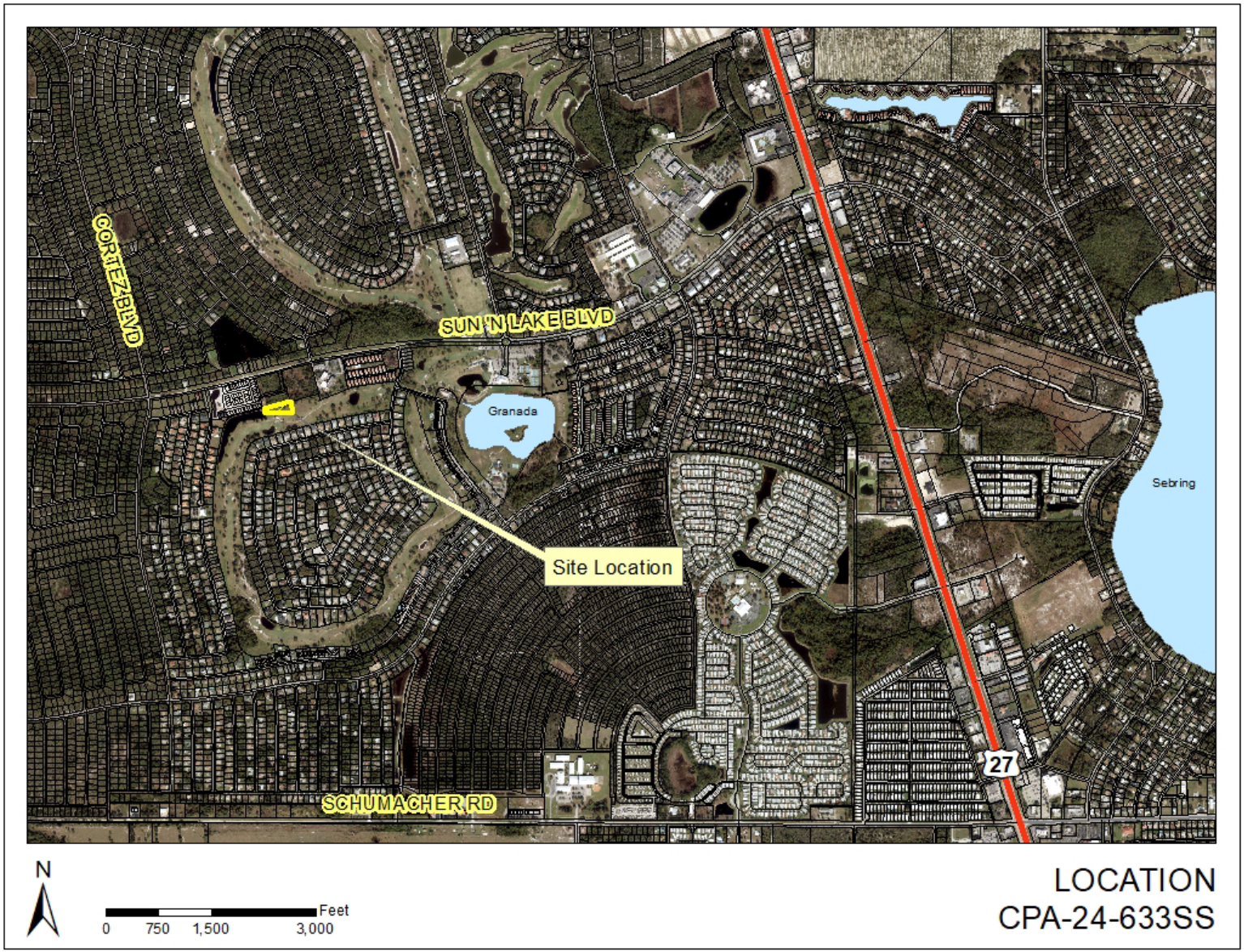

CORTEZ BLVD
SUN 'N LAKE BLVD
Granada
Sebring
Site Location
SCHUMACHER RD
27
N
0
750
1,500
3,000
Feet
LOCATION
CPA-24-633SS

Exhibit 2:

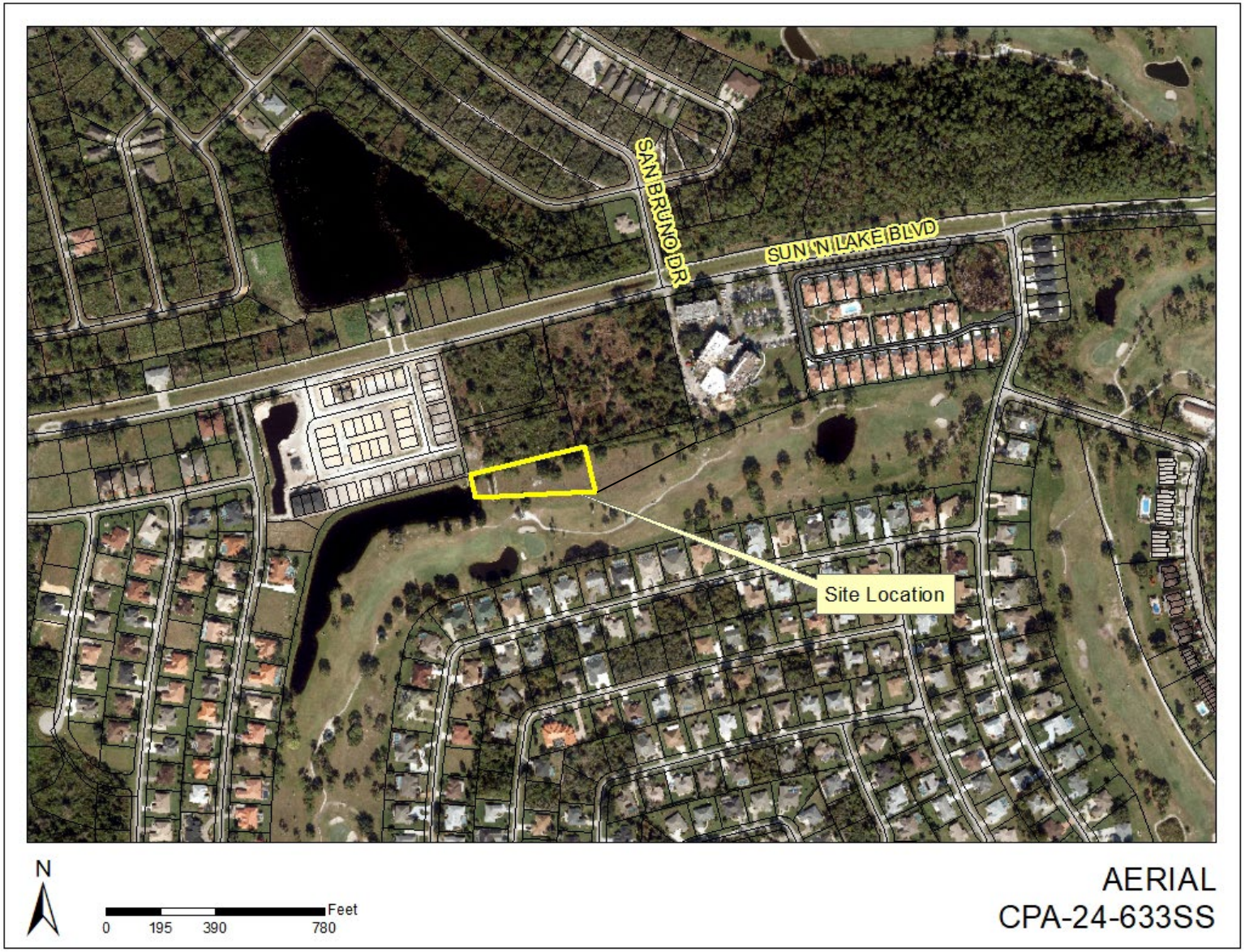

SAN BRUNO DR
SUNNILAKE BLVD
Site Location
N
Feet
0
195
390
780
AERIAL
CPA-24-633SS

Exhibit 3:

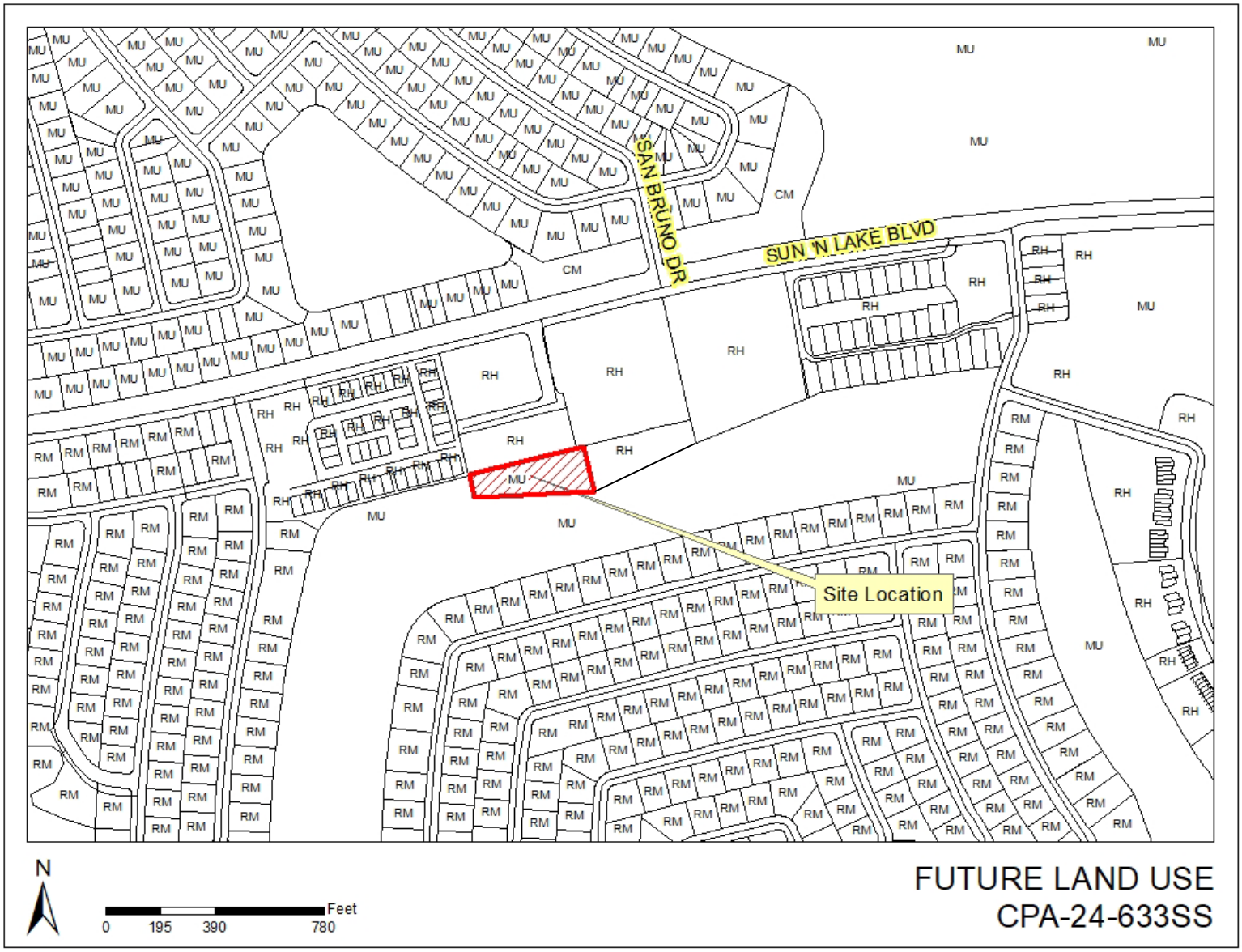
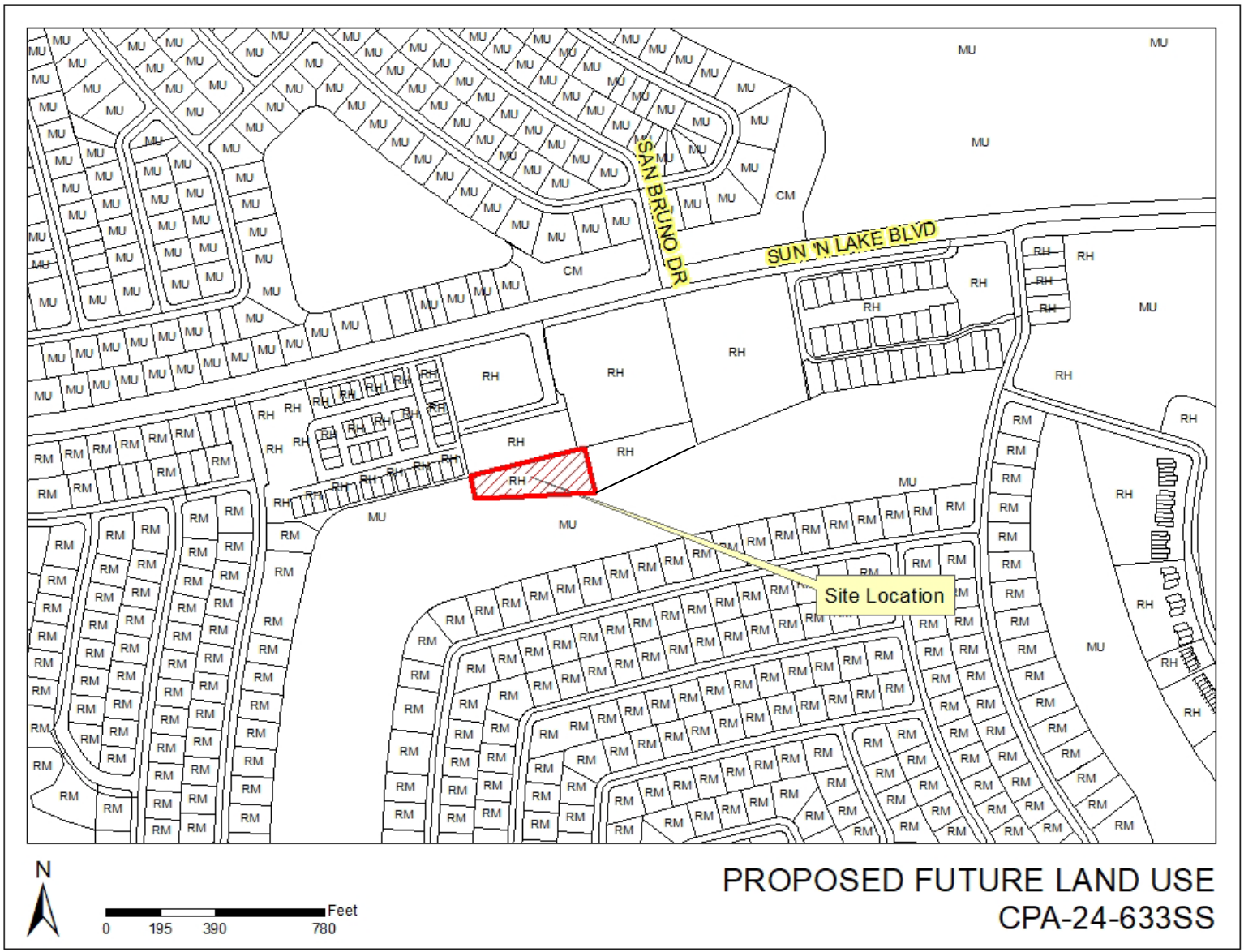

SAN BRUNO DR
SUN 'N LAKE BLVD
Site Location
N
0
195
390
780
Feet
FUTURE LAND USE
CPA-24-633SS

Exhibit 4:


SAN BRUNO DR
SUN 'N LAKE BLVD
Site Location
N
0
195
390
780
Feet
PROPOSED FUTURE LAND USE
CPA-24-633SS

ORDINANCE NO. 24-25-03

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND A PORTION OF THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-04-34-28-130-2760-0011; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers Highlands County ("County") to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-04-34-28-130-2760-0011 ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on May 14, 2024, to review the small-scale amendment to the Property, identified by CPA-24-633SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-24-633SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-24-633SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-24-633SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-24-633SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-24-633SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-24-633SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for the portion of the Property, identified by the Highlands County Property Appraiser through Parcel ID# C-04-34-28-130-2760-0011, which consists of approximately 1.09 acres and is more particularly described as:

> A portion of land lying in Block 276, of Sun 'N Lake Estates of Sebring, Unit 13, as recorded in Plat Book 9, Page 71 of the Public Records of Highlands County, Florida, being more particularly described as follows:
>
> Begin at the Southeast corner of Lot 16, Bock 275 of said Unit 13; thence South 14°30'00" East, a distance of 148.226 feet to a point; thence South 84°02'23" West, a distance of 404.50 feet; thence North 14°30'00" West, a distance of 88.16 feet to the Southeast corner of Magnolia Golf Villas, as recorded in Plat Book 17, Page 45 of the Public Records of Highlands County, Florida; thence North 75°30'00.00" East, along the common line of Blocks 275 & 276, a distance of 400.00 feet to the point of beginning.

is hereby changed from "Mixed Use" (MU) to "High Density Residential" (RH).

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is High Density Residential.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed

necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-24-633SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Commerce or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

DONE AND ADOPTED this 7th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 24-25-03

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND A PORTION OF THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-04-34-28-130-2760-0011; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: Public hearing to consider adoption of Ordinance 24-25-03, Large-Scale Plan Amendment CPA-24-633SS, amending the Future Land Use Map of the Highlands County 2030 Comprehensive Plan.

DEPARTMENT: Development Services

MEETING DATE: November 7, 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, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: MU Change to: RH

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 24 - 633 (SS)/LS **Date of Application:** 01/17/2024

Amount of Fee: $ $1500.00 **Tax Map No.:** 26-B Project #: 24010006

Hearing Dates: P&Z ___/___/___ BOCC ___/___/___

This application has been reviewed for completeness and determined sufficient.

Cynthia Carman Kramer — 4/10/2024

Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

A portion of:
STRAP No. C- 04-34-28-130-2760-0010 **STRAP No. C-**___-___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Sun n' Lake of Sebring Improvement District

   Mailing Address: 5306 Sun n' Lake Blvd., Sebring, Florida 33872

   Daytime Telephone No. (863) 382-3352 **E-Mail Address:** hornickhomes@gmail.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: Roger Dale Polston

   Mailing Address: PO Box 588, Sebring, Florida 33871

   Daytime Telephone No. (863) 385-5564 **E-Mail Address:** dale@polstonengineering.com

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   To make the FLU compatible with the proposed zoning change.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) Efficient distribution of compatible land use
   b. Objective(s) Growth Management Strategies
   c. Policy(ies) 1.2D - Agriculture/compatible land use for rural area

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   See attachment "B" legal description for portion of strap #C-04-34-28-130-2760-0010

6. **Street Address(es) of Property Covered by the Application**:
   Portion of 3891 Edgewater Drive, Sebring, Florida 33872

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: Emerald Hills Golf Villas

8. **Existing Zoning District:** R3 **Existing Future Land Use Classification:** MU

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Golf Course

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) ± 400 feet, (depth) ± 125 feet, road frontage 0 feet, water frontage 0 feet, **Total acres:** ± 1.09

If different from the total acreage, the developable portion is 1.09 +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☑ **Yes** ☐ **No** **If yes,** explain: BLVR-788-001

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single Family Residence	MU/CM	R3
South	Golf Course	MU	AU
East	Assisted Living Facility	RH	R3
West	Multi-Family Residence	RH	R3FUD

INFORMATION ABOUT THE PROPOSED USE: This is for the entire project as a whole (± 10.7 acres)

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 55 units

16. **Residential Density:** The proposed density is ± 5.14 units per acre.

17. **Intensity:** The proposed intensity is ± 140,000 square feet at ± .30 Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the Sun'n Lake Improvement District of Sebri water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☑ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ Sun'n Lake Improvement District of Sebr system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

January 17, 2024

To Whom It May Concern,

Raymond Hornick has the authorization to sign on behalf of Sun n' Lake of Sebring Improvement District in the matter of the zoning and land use change for the development on a portion of the property listed below.

Parcel #C-04-34-28-130-2760-0010
3891 Edgewater Drive
Sebring, Florida 33872

Legal descriptions for the said property.

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE SOUTH 14°30'00" EAST, A DISTANCE OF 148.226 FEET TO A POINT; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 47,279.36 SQUARE FEET OR 1.09 ACRES, MORE OR LESS.

AND

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE NORTH 75°30'00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 221.35 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 9,670.29 FEET, A CENTRAL ANGLE OF 01°10'41", AND A CHORD BEARING NORTH 76°05'20" EAST, 198.808 FEET; THENCE ALONG SAID CURVE AND CONTINUE ALONG THE COMMON LINE OF BLOCKS 275 & 276, A ARC DISTANCE OF 198.812 FEET TO A POINT; THENCE SOUTH 13°19'19" EAST, DISTANCE OF 88.162 FEET; THENCE RUN SOUTH 67°36'05" WEST, A DISTANCE OF 422.342 FEET; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 97,094.15 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

Thank you,

Raymond Bossert, General Manager
Sun n' Lake of Sebring Improvement District

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Raymond Hornick, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

No contact is required. _____
An appointment is required before entering the property. _____
Please initial the appropriate line.

Raymond Hornick
Print Name of Owner

Signature of Owner

1001 Hawks Landing Drive
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of January 2024 by Raymond Hornick who ~~is personally known~~ by me or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Detail by Entity Name

Florida Limited Liability Company
EMERALD HILLS GOLF VILLAS, LLC

Filing Information

Document Number	L23000158604
FEI/EIN Number	NONE
Date Filed	04/05/2023
State	FL
Status	ACTIVE

Principal Address

1001 HAWKS LANDING DR
SEBRING, FL 33875

Mailing Address

1001 HAWKS LANDING DR
SEBRING, FL 33875

Registered Agent Name & Address

CELAYA, ROBERTO P
300 DAL HALL BLVD.,
LAKE PLACID, FL 33852

Authorized Person(s) Detail

Name & Address

Title MGR

HORNICK, RAYMOND
1001 HAWKS LANDING DR
SEBRING, FL 33875

Annual Reports

No Annual Reports Filed

Document Images

04/05/2023 -- Florida Limited Liability View image in PDF format

Florida Department of State, Division of Corporations

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for Roger Dale Polston to be my agent for this application.

Raymond Hornick
Print Name of Owner

Signature of Owner

1001 Hawks Landing Dr.
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 15 day of January, 2024 by Raymond Hornick who is ~~personally known~~ by me ☐ or who has produced _____, as identification and who did (did not) take an oath.

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Roger Dale Polston, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Roger Dale Polston
Print Name of Agent

Signature of Agent

PO Box 588 — Sebring, Florida 33871-0588
Address: Number and Street (P.O. Box) — City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The ~~foregoing~~ instrument was acknowledged before me this 15 day of January 2024 by Roger Dale Polston who ~~is personally known~~ by me or who has produced _____, as identification and who did take an oath:

Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

MELINDA BENTON
MY COMMISSION # HH 366040
EXPIRES: March 1, 2027

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   2. Required at the time of development

(D.) TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Kenya L. Anderson 1-18-24
Reviewer's Signature Date

JDSM 1/18/2024
County Engineer's Signature Date

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

January 17, 2024

Melinda Benton
Polston Engineering
P. O. Box 588
Sebring, FL 33871

School Year of Analysis: **2023/2024**

Proposed Development:
Applicant: Polston Engineering
Location (map attached): 3891 Edgewater Drive, Sebring, FL

School Attendance Zones:
Elementary: **Sun N Lake Elementary**
Middle: **Hill-Gustat Middle**
High: **Avon Park High**

Maximum Proposed Dwelling Units: ___Single Family __Mobile Home **56** Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2023/2024 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Sun 'N Lake Elementary	329.00	0	329.00	4.48	324.52
Hill-Gustat Middle	284.40	0	284.40	2.13	282.27
Avon Park High	311.72	0	311.72	2.58	309.14

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

OFFICIAL RECORDS FILE# 1799551 BK 2509 PG 864 RCD: 12/30/2015 03:50:59 PM
D.C. STURNBULL1 REC. FEE $18.50 DEED DOC STAMPS $0.70 ROBERT W. GERMAINE
CLERK OF COURTS HIGHLANDS CO.

Sat
18.50
.70

Prepared by and Return to:
David F. Schumacher
McClure & Lobozzo
211 South Ridgewood Drive
Sebring, Florida 33870

CORRECTIVE WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 18 day of December, 2015, between **Jonathan M. Jones and Deborah V. Jones, Co-Trustees of the Jonathan M. Jones Revocable Trust Dated September 11, 2008,** whose address is 3016 Ocean Wind Villas, Johns Island, SC 29455., Grantor, and **Sun 'n Lake of Sebring Improvement District,** whose address is 5223 Sun 'n Lake Boulevard, Sebring, FL 33872, Grantee.

("Grantor" and "Grantee" are used for singular or plural, as context requires.)

WITNESSETH:

THAT said Grantors, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Highlands County, Florida, to-wit:

VACANT LAND: A portion of SUN 'N LAKE OF SEBRING, UNIT 13, AND vacated portion of OR Book 761, Page 643, of the Public Records of Highlands County, AND Parcel 4, being Westerly 449.29' of the Easterly 1695' of Block 274 and 275 and closed road per survey, AND SUN 'N LAKE OF SEBRING, UNIT 13, Lots 16, 17, 18, 19, 20 and 21, Block 267, AND a portion of Land lying in vacated Block 276, Unit 13 of SUN 'N LAKE ESTATES OF SEBRING, PB 9, PG 71 of the Public Records of Highlands County, Florida described as follows:

Begin at the Southeast corner of Lot 16, Block 275 of said Unit 13, run thence North 75°30'00" East 221.35 feet; thence run along the arc of a curve to the right, R=9,670.29 feet, D=01°10'41", A=198.812 feet, C=198.808 feet, CB = North 76°05'20" East, thence run South 13°19'19" East 88.162 feet, thence run South 67°36'05" West 422.342 feet, thence run North 14°30'00" West 148.226' to the Point of Beginning.

Parcel ID Number: C-04-34-28-130-2760-0050

THIS PROPERTY DOES NOT CONSTITUTE ANY PORTION OF THE HOMESTEAD OF THE HEREIN NAMED GRANTORS.

THIS DEED IS AN ABSOLUTE CONVEYANCE TO GRANTEE OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN, IN EFFECT AS WELL AS IN FORM, AND THIS CONVEYANCE IS NOT INTENDED TO SERVE OR OPERATE AS A MORTGAGE, SECURITY AGREEMENT TRUST CONVEYANCE, OR SECURITY INTEREST OF ANY KIND.

THIS DEED WAS PREPARED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION CONTAINED IN THE PRIOR WARRANTY DEED IN LIEU OF FORECLOSURE RECORDED ON NOVEMBER 24, 2015 IN OFFICIAL RECORDS BOOK 2504, PAGE 1982, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

SUBJECT TO restrictions, reservations and easements of record and the lien of ad valorem taxes of Highlands County.

Grantors do hereby fully warrant the title to said land, subject to the above exceptions, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Witness' Signature

Witness' Printed Name

Witness' Signature

Witness' Printed Name

JONATHAN M. JONES, Co-Trustee
Jonathan M. Jones Revocable Trust

DEBORAH V. JONES, Co-Trustee
Jonathan M. Jones Revocable Trust

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 21st day of December, 2015, by **Jonathan M. Jones and Deborah V. Jones, Co-Trustees of the Jonathan M. Jones Revocable Trust Dated September 11, 2008** ☐ who are personally known to me or ☑ who produced Drivers License as identification.

(SEAL)

CHELSEA P WISE NOTARY PUBLIC COM. EXP. 02-19-25 SOUTH CAROLINA

Notary Public, State of South Carolina

OFFICIAL RECORDS FILE#: 2152864 OR BK 2977 PG 920 PAGES: 3
5/25/2023 2:57:55 PM REC FEES: $27.00 DEED DOC:$2450.00
D.C. MBRENES JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

RETURN TO

Prepared by and return to:
Roberto P. Celaya
Attorney at Law
Sheehan & Celaya, P.A.
125 W Center Ave
Sebring, FL 33870
863-465-1551
File Number: **CH-23-030**
Will Call No.:
$350,000.00

MB
27.00
2,450.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11 day of **May, 2023** between **Jones Family Holdings - Sebring LLC, a Florida limited liability company** whose post office address is **PO Box 1616, Sebring, FL 33870**, grantor, and **Emerald Hills Golf Villas, LLC, a Florida limited liability company** whose post office address is **1001 Hawk's Landing Dr, Sebring, FL 33875**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel Identification Number: C-04-34-28-130-2670-0160; C-04-34-28-130-2740-0040 and C-04-34-28-130-2750-0160.

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

459

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Steffen Crabtree

Witness Name: Paul Walters

Jones Family Holdings - Sebring LLC, a Florida limited liability company

Jonathan M. Jones, Individually and as Trustee of Deborah V. Jones Revocable Trust Agreement u/a/d September 11, 2008, Authorized Member

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11th day of May, 2023 by Jonathan M. Jones, Individually and as Trustee of Deborah V. Jones Revocable Trust Agreement u/a/d September 11, 2008, Authorized Member of Jones Family Holdings - Sebring LLC, a Florida limited liability company, on behalf of the company, who [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Paul Walters
NOTARY PUBLIC
Mecklenburg County, NC

Notary Public

Printed Name: Paul Walters

My Commission Expires: 04-26-2025

DoubleTime®

Exhibit A

VACANT LAND: A PORTION OF SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, AND VACATED PORTION OF OFFICIAL RECORDS BOOK 761, PAGE 643, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. AND PARCEL 4, BEING THE WESTERLY 449.29 FEET OF THE EASTERLY 1695 FEET OF BLOCKS 274 AND 275 AND CLOSED ROAD PER SURVEY. AND SUN 'N LAKE OF SEBRING UNIT 13, LOTS 16, 17, 18, 19, 20 AND 21, BLOCK 267,

AND

LOTS 16, 17, 18 AND 19, BLOCK 275, SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 267 OF SAID PLAT; THENCE NORTH 75°30'00" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SUN N' LAKE BOULEVARD, A DISTANCE OF 616.23 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10120.29 FEET, CENTRAL ANGLE OF 1°10'41, AND A CHORD BEARING NORTH 76°05'20" EAST, 208.06 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE AN ACRE LENGTH OF 208.06 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2544, PAGE 100, AS RECORDED IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 13°19'19.4" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 450.00 FEET TO A POINT LYING ON THE COMMON LINE BETWEEN BLOCKS 275 & 276; SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9670.29 FEET, CENTRAL ANGLE OF 1°10'41", AND A CHORD BEARING SOUTH 76°05'20" WEST, 198.808 FEET; THENCE ALONG SAID BLOCKS AN ARC LENGTH OF 198.812 FEET TO A POINT OF TANGENT; THENCE SOUTH 75°30'00" WEST, ALONG THE COMMON LINE BETWEEN BLOCKS 275 & 276, A DISTANCE OF 621.35 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 150.00 FEET; THENCE NORTH 8°39'12" WEST, A DISTANCE OF 50.26 FEET; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANTLER STREET (PLATTED AS CASTILE STREET), LYING BETWEEN BLOCKS 267 & 274 SUN 'N LAKE ESTATES OF SEBRING UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

LESS AND EXCEPT THAT PORTION OF ENID AVENUE (PLATTED AS CECILIA AVENUE), BOUND BY MAGNOLIA GOLF VILLAS ON THE WEST SIDE, BOUND BY BLOCK 267 TO THE NORTH, BOUND BY BLOCK 275 ON THE SOUTH AND BOUND BY CLOSED RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 643 ON THE EAST, ALL LYING IN SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Parcel Identification Number: C-04-34-28-130-2670-0160; C-04-34-28-130-2740-0040; and C-04-34-28-130-2750-0160

DoubleTime®

ATTACHMENT "A"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

VACANT LAND: A PORTION OF **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13, AND VACATED PORTION OF OFFICIAL RECORDS BOOK 761, PAGE 643, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND PARCEL 4, BEING THE WESTERLY 449.29 FEET OF THE EASTERLY 1695 FEET OF BLOCKS 274 AND 275 AND CLOSED ROAD PER SURVEY, AND **SUN 'N LAKE OF SEBRING UNIT 13**, PLAT BOOK 9, PAGE 71, LOTS 16, 17, 18, 19, 20 AND 21, BLOCK 267,

AND

LOTS 16, 17, 18 AND 19, BLOCK 275, **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 267 OF SAID PLAT; THENCE NORTH 75°30'00" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SUN N' LAKE BOULEVARD, A DISTANCE OF 616.23 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10120.29 FEET, CENTRAL ANGLE OF 1°10'41, AND A CHORD BEARING NORTH 76°05'20" EAST, 208.06 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARE LENGTH OF 208.06 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2544, PAGE 100, AS RECORDED IN OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 13°19'19.4" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 450.00 FEET TO A POINT LYING ON THE COMMON LINE BETWEEN BLOCKS 275 & 276; SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9670.29 FEET, CENTRAL ANGLE OF 1°10'41", AND A CHORD BEARING SOUTH 76°05'20" WEST, 198.808 FEET; THENCE ALONG SAID BLOCKS AN ARC LENGTH OF 198.812 FEET TO A POINT OF TANGENT; THENCE SOUTH 75°30'00" WEST, ALONG THE COMMON LINE BETWEEN BLOCKS 275 & 276, A DISTANCE OF 621.35 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 150.00 FEET; THENCE NORTH 8°39'12" WEST, A DISTANCE OF 50.26 FEET; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANTLER STREET (PLATTED AS CASTILE STREET), LYING BETWEEN BLOCKS 267 & 274 **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,

AND

LESS AND EXCEPT THAT PORTION OF ENID AVENUE (PLATTED AS CECILIA AVENUE), BOUND BY MAGNOLIA GOLF VILLAS ON THE WEST SIDE, BOUND BY BLOCK 267 TO THE NORTH, BOUND BY BLOCK 275 ON THE SOUTH AND BOUND BY CLOSED RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 643 ON THE EAST, ALL LYING IN **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA

ATTACHMENT "B"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE SOUTH 14°30'00" EAST, A DISTANCE OF 148.226 FEET TO A POINT; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 47,279.36 SQUARE FEET OR 1.09 ACRES, MORE OR LESS.

ATTACHMENT "C"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE NORTH 75°30'00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 221.35 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 9,670.29 FEET, A CENTRAL ANGLE OF 01°10'41", AND A CHORD BEARING NORTH 76°05'20" EAST, 198.808 FEET; THENCE ALONG SAID CURVE AND CONTINUE ALONG THE COMMON LINE OF BLOCKS 275 & 276, A ARC DISTANCE OF 198.812 FEET TO A POINT; THENCE SOUTH 13°19'19" EAST, DISTANCE OF 88.162 FEET; THENCE RUN SOUTH 67°36'05" WEST, A DISTANCE OF 422.342 FEET; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 97,094.15 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS

LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

January 16, 2024

Brandon George, Utility Operations Supervisor
Sun n' Lake of Sebring Improvement District
5306 Sun n' Lake Blvd.
Sebring, Florida 33872

Re: Water Capacity Request for a Zoning and Small Comprehensive Plan Change on properties location at 1611 & 6425 Sun n' Lake Blvd., 6401 Enid Ave. and a portion of the property located at 3891 Edgewater Drive, Sebring

Dear Brandon,

Our client is requesting a letter of confirmation that your potable water and sewer treatment facility will be able to accommodate the impacts of the development as they ensue. The development consists of the following:

The owner is planning to construct 55 multi-family units within the properties located at 6111 & 6425 Sun n' Lake Blvd., 6401 Enid Ave. and 3891 Edgwater Drive, Sebring, parcel #'s C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, C-04-34-28-130-2750-0160 and a portion of C-04-34-28-130-2760-0010. Given the time to successfully meet the land use requirement and permitting for the Villas, our development is expected to begin June 2024 and expect build out to be completed within five years.

Please provide the following data of your facilities that we may determine the extent of our impact:

	Potable Water		**Wastewater Treatment (Unit 4)**	
Designed capacity:	1.5	MGD	0.250	MGD
Permitted capacity:	1.5	MGD	0.250	MGD
Committed capacity:	0.9	MGD	0.065	MGD
Excess capacity:	0.6	MGD	0.185	MGD
This development demand:	0.0151	MGD	0.0151	MGD

Thank you for your consideration with our request.

Sincerely,

M. Benton

Melinda Benton
mindi@polstonengineering.com

Brandon George, Utility Operation Supervisor
Sun n' Lake of Sebring Improvement District

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Cyndie Kramer, Planning & Zoning Manager**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD).**

STATEMENT OF ISSUE

The applicant is requesting to amend an existing Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD) and requesting a zoning change from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District (R-3), changing all of the approximate 10.70 acres to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD).

RECOMMENDED ACTION

Move to approve and adopt by Resolution 24-25-021, P&Z 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report for BCC P&Z 2151 Emerald Hills.pdf
Resolution P&Z 2151.SGS.pdf
P&Z 2151 Application.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezoning	**BCC Hearing Date:** 11/07/2024
Case Number: P&Z 2151	**Case Name:** Emerald Hills
Agent: Roger Dale Polston	**Property Owner:** Emerald Hills Golf Villas LLC
Public Hearing: BCC Agenda Item 10C	**Case Staff Member:** Cyndie Kramer

Request: The applicant is requesting to amend an existing Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD) and requesting a zoning change from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District (R-3), changing the entire project area to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD).

General Location: Four (4) parcels, and the vacated right-of-way located within the project area, totaling an approximate 10.70 acres, located in the Sun 'N Lake of Sebring Improvement District, on the south side of Sun 'N Lake Boulevard, approximately 1.44 miles west of US 27 North, 0.30 miles east of Cortez Boulevard, and 1.13 miles north of Schumacher Road; the addresses of three (3) parcels being 6111 Sun 'N Lake Boulevard, 6425 Sun 'N Lake Boulevard, and 6401 Enid Avenue, Sebring, and the fourth parcel identified by Parcel ID# C-04-34-28-130-2760-0011.

Parcel ID: C-04-34-28-130-2670-0160
C-04-34-28-130-2740-0040
C-04-34-28-130-2750-0160
C-04-34-28-130-2760-0011

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 24-25-021, P&Z 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 14, 2024, P&Z Minutes, and Recommendation to the BCC: "HEARING NUMBER P&Z 2151 – EMERALD HILLS GOLF VILLAS, LLC, AND SUB N' LAKE OF SEBRING** Three (3) parcels, an approximate 2.23-acre portion of a fourth parcel, and the right-of-way located within the project area for which the applicant has applied to vacate, totaling an approximate 10.70 acres, located in the Sun N' Lakes of Sebring Improvement District, on the south side of Sun N' Lake Boulevard, approximately 1.44 miles west of US 27 North, 0.30 miles east of Cortez Boulevard, and 1.13 miles north of Schumacher Road; the addresses of the three (3) parcels being 6111 Sun N' Lake Boulevard, 6425 Sun N' Lake Boulevard, and 6401 Enid Avenue, Sebring, and the address of the fourth parcel being 3891 Edgewater Drive, Sebring; and abbreviated legal description as follows: An approximate 10.70 acres located in Section 9, Township 34 South, Range 28 East, Highlands County, Florida.

   The applicant is requesting to amend an existing Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD) and requesting a zoning change from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District (R-3), changing the entire project area to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD). Mrs. Hunnicutt read the request and Mrs. Kramer presented the request. There were no letters received, and no one spoke in favor or against the request. Mrs. Hunnicutt asks whether the Engineering Department's comments regarding the proposed entrances have been addressed and corrected. Staff confirmed and noted the packets provided at today's hearing contained the updated site plan reflecting one entrance.

   Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple Family Dwelling including Motel and Hotel District (R-3), and Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD), to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 7-0**."

Conditions of approval are included in the adopting Resolution and are as follows:

1. The underlying or base zoning regulations for this FUD District shall be the R-3 District and any allowance not specified herein will be as defined in the R-3

District as provided in Section 12.05.213 of the Code. Permitted principal uses are as follows:

2. There shall be a maximum of 55 residential units.

3. Minimum setbacks are as follows:

   a. Front: 20 feet from unit to internal roadway(s); no structure closer than 25 feet to the property line adjacent to Sun ‘n Lake Boulevard

   b. Rear: 10 feet to property line; no less than 10 feet between buildings

   c. Sides: 10 feet to property line; no less than 10 feet between buildings

   d. Corner: 10 feet from unit to internal roadway(s)

4. The Conceptual Site Development plan for this R-3 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 10.70 acres, from AU, R-3 & R-3 FUD to R-3 FUD. The parcel is vacant of structures and retains its native vegetation.

The Applicant is proposing to utilize the property for a multiple family residential development consisting of 55 townhouse units under condominium ownership. The proposed site plan also shows a proposed clubhouse/cabana with pool and recreational area, and two garage/storage buildings.

The previous R-3 FUD approval for this site permitted construction of two 7-story condos with a total of 136 dwelling units.

There is a companion request for a Future Land Use Map Amendment for a portion of the property from Mixed Use (MU) to High Density Residential (RH), CPA-24-633SS.

2. Notices to Surrounding Property Owners.

On April 26, 2024, notices were mailed to ninety-six (96) property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

Northwest R-3 Single Family Dwellings & Duplexes MU Land Use	**North** R-3 Duplexes & Environmental Area MU & CM Land Use	**Northeast** R-3 Environmental Area CM Land Use
West R-3 FUD Multi-Family - 2,600 sq. ft. lots RH Land Use	**SUBJECT PROPERTY** AU, R-3 FUD & R-3 Vacant / Native Vegetation RH Land Use	**East** R-3 Assisted Living Facility RH Land Use
Southwest R-3 Golf Course MU Land Use	**South** AU Golf Course MU Land Use	**Southeast** AU Golf Course MU Land Use

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan:
  - Future Land Use Policies: 1.1, General Growth Management Strategy
  - Policy 1.2.D.12, Mixed Use (MU)
  - Policy 1.2.D.4, High Density Residential (RH).

Zoning:

- Highlands County Land Development Regulations (LDRs):
  - Section 12.05.213 - Multiple-Family Dwelling including Motel and Hotel District, R-3.
  - Section 12.05.291 - Flexible Unit Development (FUD) District.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: No objection to this request.

Engineering Department: Please adjust the entrances to provide more separation and a standardized off-site access to facilitate ingress/egress to Sun 'n Lake Blvd. We recommend only one centralized access and flipping the villas so

that they abut Sun ‘n Lake Blvd; the design for Magnolia Golf Villas would be ideal. We also recommend interconnectivity between the two developments.

Natural Resources: Approximately 1/3 of this property is shown as cutthroat seep. This will require at minimum a Simplified Environmental Clearance Report. Most likely the seep has been compromised by Sun ‘n Lake Blvd and the small ditch and pond near the southern and southwestern borders. The western portion of the property appears to be somewhat xeric. A gopher tortoise survey of this portion of the property is recommended prior to construction.

Fire Rescue: Need to provide hydrants in the development. Need to consider impact on Fire/EMS/Sheriff Office increase emergency response call volume.

Florida Department of Health: No objection to this request.

1. **The following Departments, Divisions, and Agencies offered no comment:** Southwest Florida Water Management District.

2. **The following Departments, Divisions, and Agencies did not respond:** Emergency Management, Building Department, Road & Bridge Department, City of Sebring, City of Avon Park, Highlands County School Board, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and Florida Department of Agriculture and Consumer Services (FDACS).

2. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant’s property:

   A. Natural Features Analysis:
   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 155 feet.
   2. **Soils:** There are two soil types underlying the site:
      - The soil underlying the northern 3/4 of the site is *Basinger, St. Johns and Placid Soils*. The available water capacity is moderate, with a very high runoff. Depth of the water table is about 0 to 12 inches. This soil is nearly level, and poorly drained.
      - The soil underlying the southern 1/4 of the site is *Immokalee Sand.* The available water capacity is very low, with a very high runoff. Depth to the water table is about 6 to 18 inches. This soil is nearly level, and poorly drained.
   3. **Surface Waters:** The subject parcel adjoins a man-made retention pond.
   4. **Vegetative Cover:** The site retains its native vegetation, which is shown on the Natural Resources Overlay Map to contain cutthroat seep.

   B. Zoning Analysis:
   1. **Current Use of Land:** The current use of the land is vacant.
   2. **Vested Rights:** The entire Sun ‘n Lake of Sebring development is vested under BLIVR-788-001, as modified by BLIM-07-2008-003.

3. **Current Zoning Designation:** The site has a zoning designation of AU, R-3 and R-3 FUD.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-3 FUD.
5. **Current Population Yield:** The underlying R-3 zoning and RH future land use designation allow a maximum density of up to 12 dwelling units per acre. Under the underlying zoning, the parcel would carry a potential population yield of 288 persons (10.70 acres x 12 dwelling units/acre = 128.4 dwelling units; 128 dwelling units x 2.25 persons = 288 persons). Initially, the existing R-3 FUD allowed a total of 205 units spread over 17.11 acres, maintaining the density of 12 dwelling units per acre. Subsequent rezoning of the adjacent 7.46-acre area reduced the FUD's applicable area to 9.65 acres. Under the existing R-3 FUD conditions, this area would carry a potential population yield of 258 persons (9.65 acres x 12 dwelling units/acre = 115.8 dwelling units; 115 units x 2.25 persons = 258.75 persons).
6. **Proposed Population Yield:** The proposed R-3 FUD zoning would allow a maximum of 55 dwelling units, equivalent to a density of 5.14 dwelling units per acre. Under the proposed R-3 FUD zoning, the parcel would carry a potential population yield of 123 persons (55 dwelling units x 2.25 persons = 123.75 persons).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that a portion of the site contains Cutthroat Seep. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **will be required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation)** A small portion of the property has a flood zone designation of A, a Special Flood Hazard Area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0119C**, effective November 18, 2015. The remainder of the property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ, per Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Sun ‘n Lake Improvement District.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the Sun ‘n Lake Improvement District.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Sun ‘n Lake Blvd. There is a previously platted street right-of-way within the site which the Applicant has applied to vacate. Interconnection should be maintained to the adjacent development to the west.
5. **Railroad Access:** The site does not have railroad access.
6. **Recreation:** The proposed development proposes private recreational facilities. Sidewalks will need to be installed in front of the property. There is also an existing multi-use path on the north side of Sun ‘n Lake Blvd.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations (SWFWMD).

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools The permitted uses within the proposed R-3 FUD Zoning District are residential in nature. Project development consistent will likely generate student impacts to the school district **and school concurrency is required.**

G. Airports: The subject property is located approximately 4 miles south of the Avon Park Executive Airport and 16 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is required** for the proposed development.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the

Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2151, changing the Official Zoning Atlas for approximately 10.70 acres from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling district with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling District with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Conceptual Site Plan

Exhibit 1:

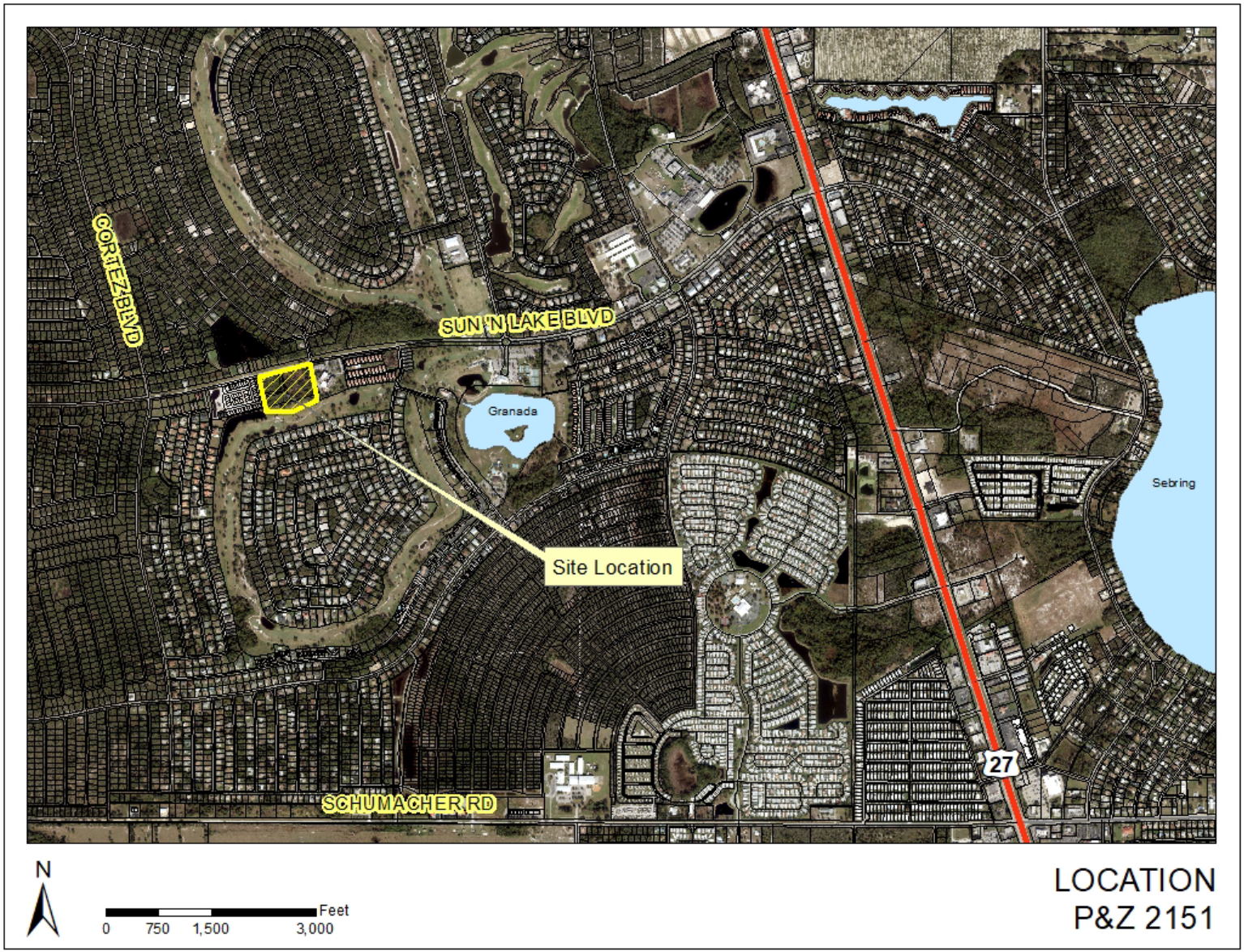

CORTEZ BLVD
SUN 'N LAKE BLVD
Granada
Sebring
Site Location
SCHUMACHER RD
27
N
Feet
0
750
1,500
3,000
LOCATION
P&Z 2151

Exhibit 2:

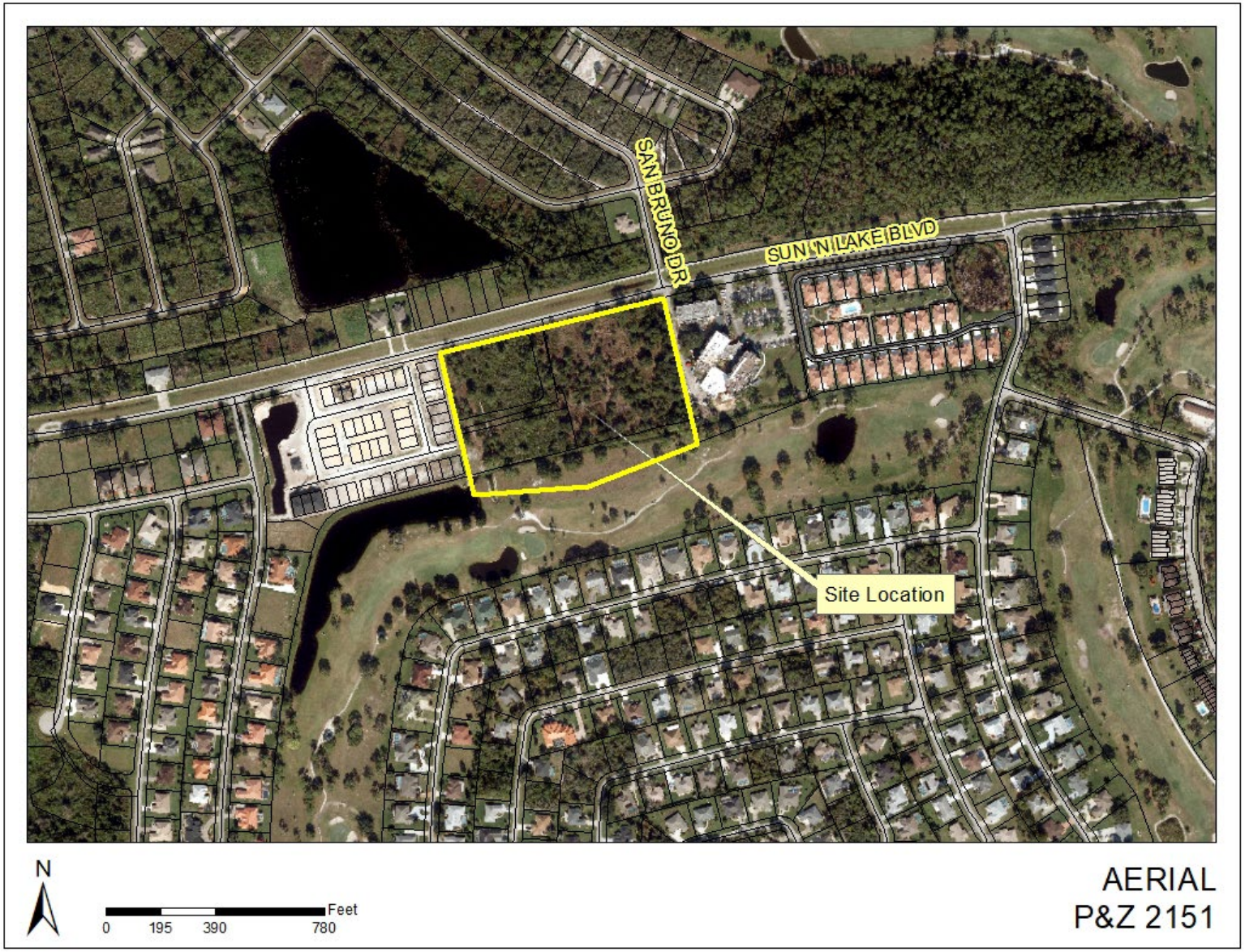

SAN BRUNO DR
SUNNILAKE BLVD
Site Location
N
0
195
390
780
Feet
AERIAL
P&Z 2151

Exhibit 3:

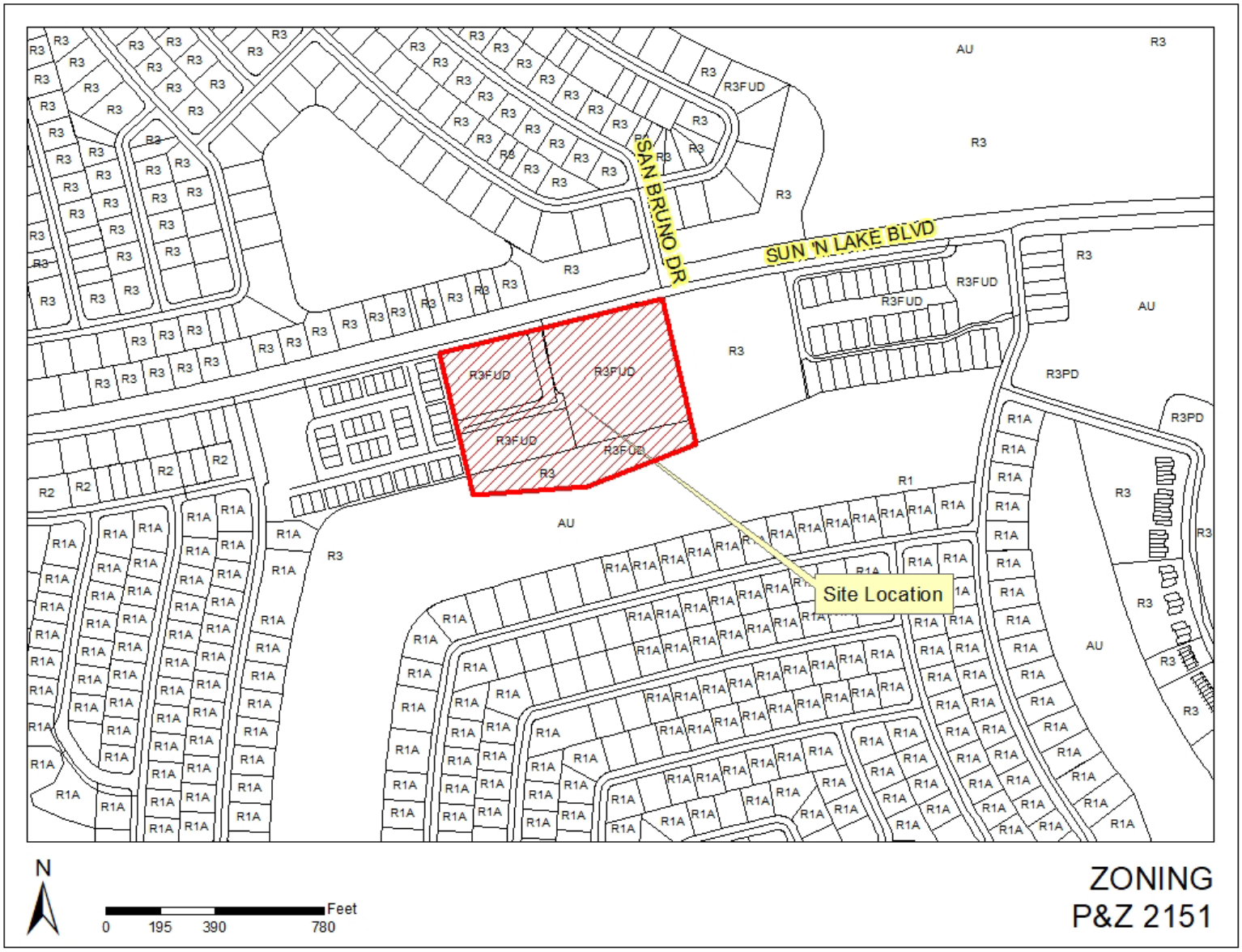

SAN BRUNO DR
SUN 'N LAKE BLVD
Site Location
N
0
195
390
780
Feet
ZONING
P&Z 2151

Exhibit 4:

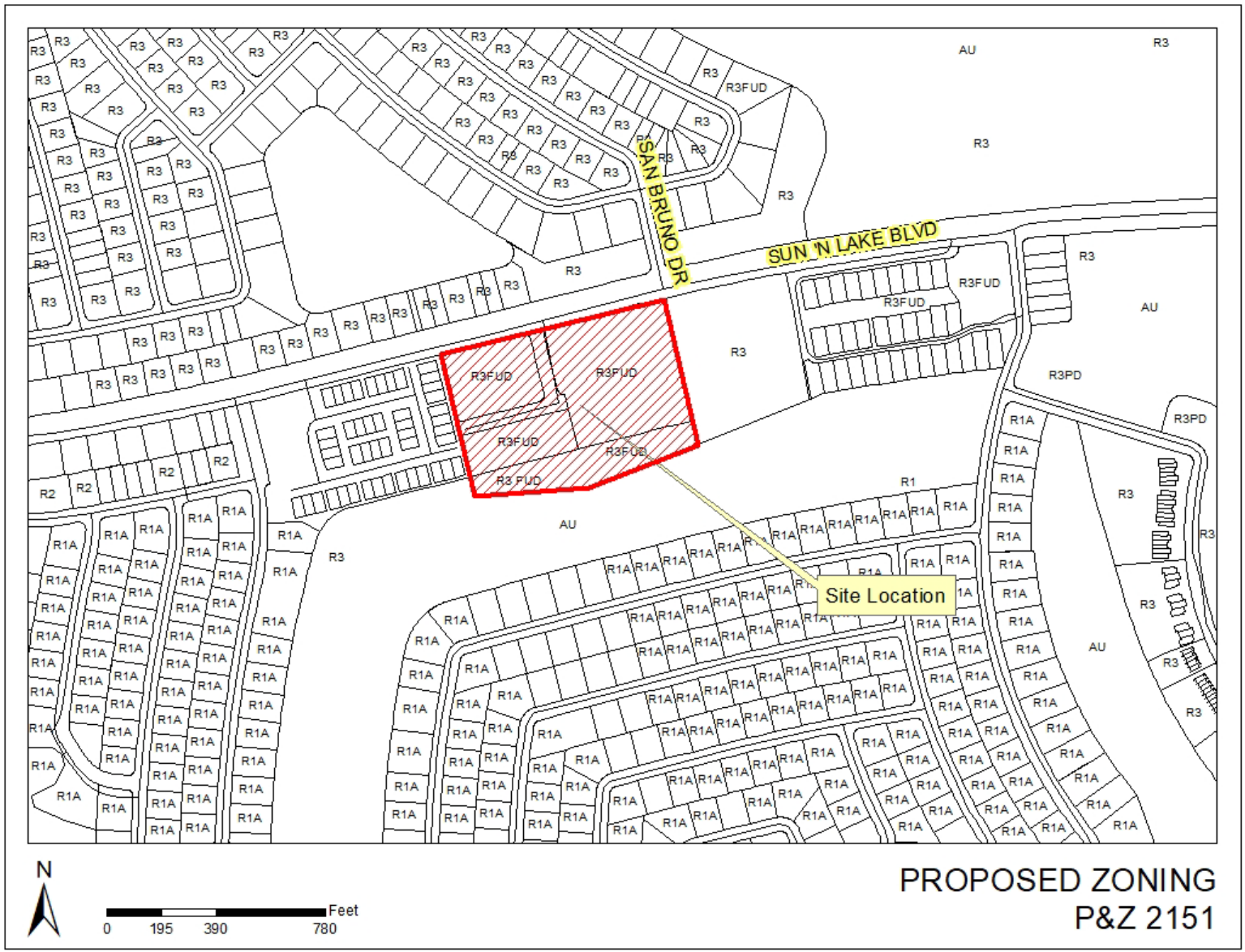

SAN BRUNO DR
SUN 'N LAKE BLVD
Site Location
N
0
195
390
780
Feet
PROPOSED ZONING
P&Z 2151

Exhibit 5

SUN 'N LAKE BLVD
PROPERTY/PROJECT LINE
ROAD
PROPOSED CONDITIONS
N
Feet
0
55
110
220
CONCEPTUAL SITE PLAN
P&Z 2151

RESOLUTION NO. 24-25-021

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING MODIFICATION FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, C-04-34-28-130-2750-0160, C-04-34-28-130-2760-0011 AND C-04-34-28-130-2760-0011; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF HIGHLANDS COUNTY RESOLUTION NO.: 04-05-228; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, that properties identified by the Highlands County Property Appraiser through Parcel ID#s C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, and C-04-34-28-130-2750-0160, have a zoning classification of Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) as approved by Highlands County Resolution No.: 04-05-228, adopted by the County on August 23, 2005, and the property identified by the Highlands County Property Appraiser through Parcel ID# C-04-34-28-130-2760-0011, has a zoning classification of R-3 in part and a zoning classification of Agricultural District (AU) in part (all of the aforementioned parcels shall be referred to collectively herein as the "Property"); and

WHEREAS, the owner of the Property, Emerald Hills Golf Villas, LLC, has requested to change the zoning classifications on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is required for the proposed change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. Repeal of Resolution No. 04-05-228. Resolution No. 04-05-228, approved by Highlands County on August 23, 2005, pertaining to those properties identified by the Highlands County Property Appraiser through Parcel ID #s C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, and C-04-34-28-130-2750-0160, is hereby repealed in its entirety and shall have no further force and/or effect.

SECTION 3. Approval of Zoning Modification and Zoning Atlas Amendment.

A. The zoning designation for the Properties identified by Highlands County Property Appraiser through Parcel ID#s C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, C-04-34-28-130-2750-0160, and C-04-34-28-130-2760-0011 and as more particularly described as:

> A portion of Sun 'N Lake Estates of Sebring, Unit 13, and vacated portion of Official Records Book 761, Page 643, of the Public Records of Highlands County, Florida, and Parcel 4, being the Westerly 449.29 feet of the Easterly 1695 feet of Blocks 274 and 275 and closed road per survey, and Sun 'N Lake of Sebring Unit 13, Plat Book 9, Page 71, Lots 16, 17, 18, 19, 20 and 21, Block 267;
>
> And
>
> Lots 16, 17, 18 and 19, Block 275, Sun 'N Lake Estates of Sebring, Unit 13, according to the Plat thereof recorded in Plat Book 9, Page 71 of the Public Records of Highlands County, Florida;
>
> And

A portion of land lying in Block 276, of Sun ‘N Lake Estates of Sebring, Unit 13, as recorded in Plat Book 9, Page 71 of the Public Records of Highlands County, Florida;

And

Begin at the Northwest Corner of Lot 16, Block 267 of said Plat; thence North 75°30'00" East, along The Southerly right of way line of Sun N' Lake Boulevard, a distance of 616.23 feet to a point of curve concave to the South having a radius of 10120.29 feet, central angle of 1°10'41, and a chord bearing North 76°05'20" East, 208.06 feet; thence along said right of way line and along said curve an arc length of 208.06 feet to the Northwest corner of a parcel of land described in Official Records Book 2544, Page 100, as recorded in of the Public Records of Highlands County, Florida; thence South 13°19'19.4" East, along the West line of said parcel, a distance of 450.00 feet to a point lying on the common line between Blocks 275 & 276; said point lying on a non-tangent curve concave to the South having a radius of 9670.29 feet, central angle of 1°10'41", and a chord bearing South 76°05'20" West, 198.808 feet; thence along said Blocks an arc length of 198.812 feet to a point of tangent; thence South 75°30'00" West, along the common line between Blocks 275 & 276, a distance of 621.35 feet to the Southeast corner of Magnolia Golf Villas, as recorded in Plat Book 17, Page 45 of the Public Records of Highlands County, Florida; thence North 14°30'00" West, along said Plat, a distance of 150.00 feet; thence North 8°39'12" West, a distance of 50.26 feet; thence North 14°30'00" West, along said Plat, a distance of 250.00 feet to the point of beginning;

And

Begin at the Southeast Corner of Lot 16, Block 275 of said Unit 13; thence North 75°30'00" East, along the common line of Blocks 275 & 276, a distance of 221.35 feet to a point of curve concave to the Southeasterly having a radius of 9,670.29 feet, a central angle of 01°10'41", and a chord bearing North 76°05'20" East, 198.808 feet; thence along said curve and continue along the common line of Blocks 275 & 276, an arc distance of 198.812 feet to a point; thence South 13°19'19" East, distance of 88.162 feet; thence run South 67°36'05" West, a distance of 422.342 feet; thence South 84°02'23" West, a distance of 404.50 feet; thence North 14°30'00" West, a distance of 88.16 feet to the Southeast corner of Magnolia Golf Villas, as recorded in Plat Book 17, Page 45 of the Public Records of Highlands County, Florida; thence North 75°30'00.00" East, along the common line of Blocks 275 & 276, a distance of 400.00 feet to the point of beginning;

And

Commence at the Northwest corner of Lot 16, Block 267 of said plat; thence North 75°30'00" East, along the Southerly right of way line of Sun ‘N Lake Boulevard, a distance of 300.00 feet to the point of beginning; thence continue North 75°30'00" East, along the extended Southerly right of way line, a distance of 100.00 feet to a point of a tangent of a curve concave to the Southeast, having for its elements a radius of 25.00 feet and a central angle of 90°00'00"; thence Southwesterly along the Easterly right of way line of Antler Street and along said curve to the left, an arc length of 39.27 feet to a point of tangent, said arc subtended by a chord which bears South 30°30'00" West, a distance of 35.36 feet; thence South 14°30'00" East, along said right of way line, a distance of 200.00 feet to a point of curvature of a curve concave to the Northeast, having for its elements a radius of 25.00 feet and a central angle of 78°10'56"; thence Southeasterly along said right of way line and along said curve to the left, an arc length of 34.11 feet, said arc subtended by a chord which bears South 53°35'28" East, a distance of 31.53 feet; thence along a line non-tangent to said curve, South 14°30'00" East, a distance of 50.53 feet to a point lying on the Southerly right of way line of Enid Avenue; thence South 75°30'00" West, along said right of way line, a distance of 400.00 feet to a point lying on the East line of Magnolia Golf Villas, as recorded in Plat Book 17, Page 45 of the Public Records of Highlands County, Florida; thence North 08°39'12" West, along said plat, a distance of 50.26 feet to a point lying on the Northerly right of way line of Enid Avenue; thence North 75°30'00" East, along said right of way line, a distance of 300.00 feet to a point of curvature of aa curve concave to the Northwest, having for its elements a 25.00 feet and a central angle of 90°00'00"; thence Northeasterly along said right of way line and along said curve to the left, an arc length of 39.27 feet to a point of tangent, said arc subtended by a chord which bears North 30°30'00" East, a distance of 35.36 feet; said point of tangent is lying on the westerly right of way line of Antler Street; thence North 14°30'00" West, along said right of way line, a distance of 200.00 feet to a point of curvature of a curve concave to the southwest, having for its elements a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along said right of way line and along said curve to the left, an arc length of 39.27 feet, said arc subtended by a chord which bears North 59°30'00" West, a distance of 35.36 feet to the point of beginning.

is hereby changed, as applicable, from Multiple Family Dwelling including Motel and Hotel District (R-3), Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) and Agricultural District (AU), to Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD).

B. The official zoning atlas of the County is hereby amended to reflect that the zoning for the Property is Multiple Family Dwelling District with a Flexible Unit Development (R-3 FUD).

C. At the time of development on the Property, the property owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

SECTION 4. General Condition, Restrictions and Limitations. This R-3 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.291 of the Code and shall be subject to the development guidelines and requirements listed in the Code except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the R-3 District and any allowance not specified hereinafter will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.
2. There shall be a maximum of 55 residential units.
3. Minimum setbacks are as follows:
    a. Front: 20 feet measured from the closest wall of the building to the outside edge of an internal roadway; however, no building or structure of any kind shall be constructed closer than 25 feet to the right-of-way line of Sun ‘n Lake Boulevard.
    b. Rear: 10 feet from property line, measured to the closest wall of the building, and no less than 10 feet between individual buildings measured from the closest wall of the building.
    c. Sides: 10 feet from property line, measured to the closest wall of the building; however, no less than 10 feet between individual buildings measured from the closest wall of the building.
    d. Corner: 10 feet measured from the closest wall of the building to the outside edge of an internal roadway.
4. The Conceptual Site Development plan for this R-3 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The Property shall be subject to the requirements of the Code for final site plan approval.

SECTION 5. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2151, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 10. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 24-25-03, adopting a small-scale comprehensive plan amendment, CPA-24-633SS, changing the land use designation on a portion of the Property from Mixed Use (MU) to High Density Residential (RH).

DONE AND ADOPTED, this 7th day of November 2024.

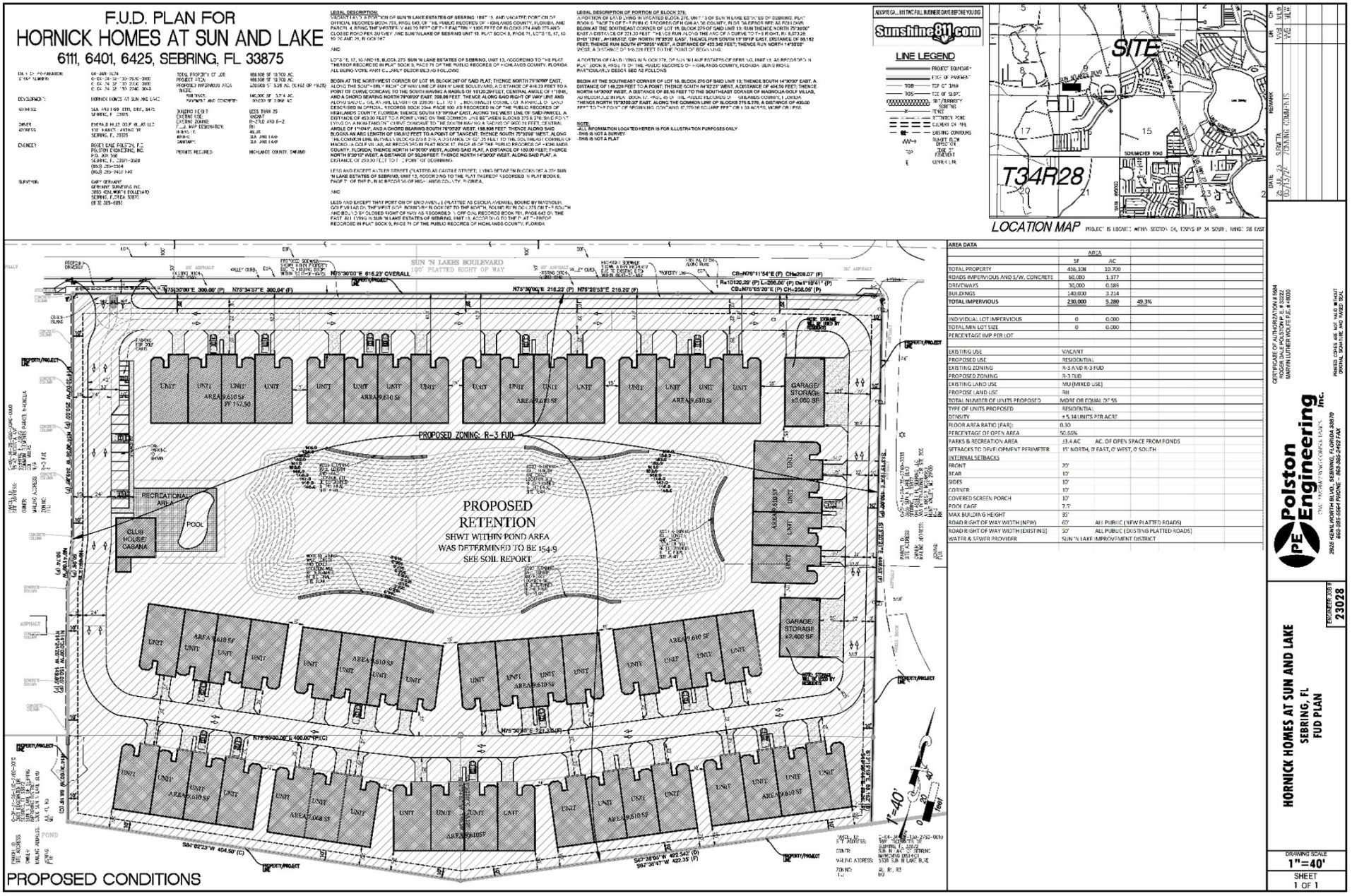
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Exhibit A – Conceptual Site Development Plan



Highlands County, Florida
Zoning Change Application

Zoning change from: R3FUD, R3
Zoning change to: R3FUD

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2151 / Project # 24010005 **Date of Application:** 01/17/2024
Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001347 **Tax Map No.:** 25-C & 26-B
Hearing Dates: LP: _____ **P&Z:** 5/14/2024 **BCC:** TBD

****

This application has been reviewed for completeness and determined sufficient:

_____ _____
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Emerald Hills Golf Villas, LLC and Sun N' Lake of Sebring Improvement District
   Mailing Address: 1001 Hawk's Landing Drive, Sebring FL 33875; 5306 Sun n' Lake Blvd., Sebring, FL 33872
   Telephone No.: 863-382-3352 **E-Mail Address:** hornickhomes@gmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Polston Engineering, Inc.
   Mailing Address: PO Box 588, Sebring, Florida 33871-0588
   Telephone No.: 863-385-5564 **E-Mail Address:** dale@polstonengineering.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range.
   For Emerald Hills Golf Villas, LLC see attachment "A" for legal description.
   For SNL of Sebring Improvement District see attachment "B" and "C" for legal description for the portion of strap # C-04-34-28-130-2760-0010 to be rezoned.

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-04-34-28-130-2670-0160 **STRAP #:**C-04-34-28-130-2740-0040
   STRAP #:C-04-34-28-130-2750-0160 **STRAP #:**C-04-34-28-130-2760-0010 (portion)

5. **Street Address(es) of Property Covered by the Application:** 6111 & 6425 Sun n' Lake Blvd., 6401 Enid Ave., 3891 Edgewater Drive, Sebring, Florida 33872

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: R3FUD and R3 **Existing Land Use Classification**: RH and MU
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) ± 823 feet, (depth) ± 520 feet, street frontage ± 823 feet, water frontage 0 feet, **Total acres** ± 10.7
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? N/A

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☑Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: BLIVR-788-004

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Single Family Residence	MU/CM	R3
South	Golf Course	MU	AU
East	Assisted Living Facility	RH	R3
West	Multi-Family Residence	RH	R3FUD

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To revise the site plan to the current R3FUD zoning and add a portion of property to this same zoning type.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 55 multi-family dwellings

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) NA square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building NA divided by Parcel size NA = FAR NA %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the Sun n' Lake of Sebring water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating 1,500,000 gpcd.
b. The facility has a permitted capacity for 1,500,000 gpcd.
c. The facility has an average demand or committed capacity for 900,000 gpcd.
d. The facility has an excess capacity of 600,000 gpcd.
e. This proposed development will require approximately 15,180 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating 2,500,000 gpcd.
b. The facility has a permitted capacity for 2,500,000 gpcd.
c. The facility has an average demand or committed capacity for 65,000 gpcd.
d. The facility has an excess capacity of 185,000 gpcd.
e. This proposed development will require approximately 15,180 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: ~~Not Applicable~~

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ■No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

January 17, 2024

To Whom It May Concern,

Raymond Hornick has the authorization to sign on behalf of Sun n' Lake of Sebring Improvement District in the matter of the zoning and land use change for the development on a portion of the property listed below.

Parcel #C-04-34-28-130-2760-0010
3891 Edgewater Drive
Sebring, Florida 33872

Legal descriptions for the said property.

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE SOUTH 14°30'00" EAST, A DISTANCE OF 148.226 FEET TO A POINT; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 47,279.36 SQUARE FEET OR 1.09 ACRES, MORE OR LESS.

AND

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE NORTH 75°30'00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 221.35 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 9,670.29 FEET, A CENTRAL ANGLE OF 01°10'41", AND A CHORD BEARING NORTH 76°05'20" EAST, 198.808 FEET; THENCE ALONG SAID CURVE AND CONTINUE ALONG THE COMMON LINE OF BLOCKS 275 & 276, A ARC DISTANCE OF 198.812 FEET TO A POINT; THENCE SOUTH 13°19'19" EAST, DISTANCE OF 88.162 FEET; THENCE RUN SOUTH 67°36'05" WEST, A DISTANCE OF 422.342 FEET; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 97,094.15 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

Thank you,

Raymond Bossert, General Manager
Sun n' Lake of Sebring Improvement District

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Raymond Hornick, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Raymond Hornick
Print Name of Owner

Signature of Owner

1001 Hawks Landing Drive
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of January, 2024 by Raymond Hornick who is ~~personally known~~ by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 366040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
EMERALD HILLS GOLF VILLAS, LLC

Filing Information

Document Number	L23000158604
FEI/EIN Number	NONE
Date Filed	04/05/2023
State	FL
Status	ACTIVE

Principal Address

1001 HAWKS LANDING DR
SEBRING, FL 33875

Mailing Address

1001 HAWKS LANDING DR
SEBRING, FL 33875

Registered Agent Name & Address

CELAYA, ROBERTO P
300 DAL HALL BLVD.,
LAKE PLACID, FL 33852

Authorized Person(s) Detail

Name & Address

Title MGR

HORNICK, RAYMOND
1001 HAWKS LANDING DR
SEBRING, FL 33875

Annual Reports

No Annual Reports Filed

Document Images

04/05/2023 -- Florida Limited Liability View image in PDF format

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Roger Dale Polston to be my agent for this application.

Raymond Hornick
Print Name of Applicant

Signature of Applicant

1001 Hawks Landing Drive
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of January, 2024 by Raymond Hornick who is personally known by me [ ] or who has produced _____, as identification and who did take an oath:

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Roger Dale Polston, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Roger Dale Polston
Print Name of Agent

Roger Dale Polston
Signature of Agent

PO Box 588
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of January, 2024 by Roger Dale Polston who ~~is personally known~~ by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

January 17, 2024

Melinda Benton
Polston Engineering
P. O. Box 588
Sebring, FL 33871

School Year of Analysis: **2023/2024**

Proposed Development:
Applicant: Polston Engineering
Location (map attached): 3891 Edgewater Drive, Sebring, FL

School Attendance Zones:
Elementary: **Sun N Lake Elementary**
Middle: **Hill-Gustat Middle**
High: **Avon Park High**

Maximum Proposed Dwelling Units: ___Single Family __Mobile Home **56** Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2023/2024 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Sun 'N Lake Elementary	329.00	0	329.00	4.48	324.52
Hill-Gustat Middle	284.40	0	284.40	2.13	282.27
Avon Park High	311.72	0	311.72	2.58	309.14

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS

LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

January 16, 2024

Brandon George, Utility Operations Supervisor
Sun n' Lake of Sebring Improvement District
5306 Sun n' Lake Blvd.
Sebring, Florida 33872

Re: Water Capacity Request for a Zoning and Small Comprehensive Plan Change on properties location at 1611 & 6425 Sun n' Lake Blvd., 6401 Enid Ave. and a portion of the property located at 3891 Edgewater Drive, Sebring

Dear Brandon,

Our client is requesting a letter of confirmation that your potable water and sewer treatment facility will be able to accommodate the impacts of the development as they ensue. The development consists of the following:

The owner is planning to construct 55 multi-family units within the properties located at 6111 & 6425 Sun n' Lake Blvd., 6401 Enid Ave. and 3891 Edgwater Drive, Sebring, parcel #'s C-04-34-28-130-2670-0160, C-04-34-28-130-2740-0040, C-04-34-28-130-2750-0160 and a portion of C-04-34-28-130-2760-0010. Given the time to successfully meet the land use requirement and permitting for the Villas, our development is expected to begin June 2024 and expect build out to be completed within five years.

Please provide the following data of your facilities that we may determine the extent of our impact:

	Potable Water		**Wastewater Treatment (Unit 4)**	
Designed capacity:	1.5	MGD	0.250	MGD
Permitted capacity:	1.5	MGD	0.250	MGD
Committed capacity:	0.9	MGD	0.065	MGD
Excess capacity:	0.6	MGD	0.185	MGD
This development demand:	0.0151	MGD	0.0151	MGD

Thank you for your consideration with our request.

Sincerely,

M. Benton

Melinda Benton
mindi@polstonengineering.com

Brandon George, Utility Operation Supervisor
Sun n' Lake of Sebring Improvement District

OFFICIAL RECORDS FILE# 1799551 BK 2509 PG 864 RCD: 12/18/2015 03:50:59 PM
D.C. STURNBULL1 REC. FEE $18.50 DEED DOC STAMPS $0.70 ROBERT W. GERMAINE
CLERK OF COURTS HIGHLANDS CO.

500

Sat
18.50
.70

Prepared by and Return to:
David F. Schumacher
McClure & Lobozzo
211 South Ridgewood Drive
Sebring, Florida 33870

CORRECTIVE WARRANTY DEED
IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 18 day of December, 2015, between **Jonathan M. Jones and Deborah V. Jones, Co-Trustees of the Jonathan M. Jones Revocable Trust Dated September 11, 2008,** whose address is 3016 Ocean Wind Villas, Johns Island, SC 29455., Grantor, and **Sun 'n Lake of Sebring Improvement District,** whose address is 5223 Sun 'n Lake Boulevard, Sebring, FL 33872, Grantee.

("Grantor" and "Grantee" are used for singular or plural, as context requires.)

W I T N E S S E T H:

THAT said Grantors, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Highlands County, Florida, to-wit:

VACANT LAND: A portion of SUN 'N LAKE OF SEBRING, UNIT 13, AND vacated portion of OR Book 761, Page 643, of the Public Records of Highlands County, AND Parcel 4, being Westerly 449.29' of the Easterly 1695' of Block 274 and 275 and closed road per survey, AND SUN 'N LAKE OF SEBRING, UNIT 13, Lots 16, 17, 18, 19, 20 and 21, Block 267, AND a portion of Land lying in vacated Block 276, Unit 13 of SUN 'N LAKE ESTATES OF SEBRING, PB 9, PG 71 of the Public Records of Highlands County, Florida described as follows:

Begin at the Southeast corner of Lot 16, Block 275 of said Unit 13, run thence North 75°30'00" East 221.35 feet; thence run along the arc of a curve to the right, R=9,670.29 feet, D=01°10'41", A=198.812 feet, C=198.808 feet, CB = North 76°05'20" East, thence run South 13°19'19" East 88.162 feet, thence run South 67°36'05" West 422.342 feet, thence run North 14°30'00" West 148.226' to the Point of Beginning.

Parcel ID Number: C-04-34-28-130-2760-0050

THIS PROPERTY DOES NOT CONSTITUTE ANY PORTION OF THE HOMESTEAD OF THE HEREIN NAMED GRANTORS.

THIS DEED IS AN ABSOLUTE CONVEYANCE TO GRANTEE OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN, IN EFFECT AS WELL AS IN FORM, AND THIS CONVEYANCE IS NOT INTENDED TO SERVE OR OPERATE AS A MORTGAGE, SECURITY AGREEMENT TRUST CONVEYANCE, OR SECURITY INTEREST OF ANY KIND.

THIS DEED WAS PREPARED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION CONTAINED IN THE PRIOR WARRANTY DEED IN LIEU OF FORECLOSURE RECORDED ON NOVEMBER 24, 2015 IN OFFICIAL RECORDS BOOK 2504, PAGE 1982, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

SUBJECT TO restrictions, reservations and easements of record and the lien of ad valorem taxes of Highlands County.

Grantors do hereby fully warrant the title to said land, subject to the above exceptions, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Witness' Signature

Witness' Printed Name

Witness' Signature

Witness' Printed Name

JONATHAN M. JONES, Co-Trustee
Jonathan M. Jones Revocable Trust

DEBORAH V. JONES, Co-Trustee
Jonathan M. Jones Revocable Trust

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 21st day of December, 2015, by **Jonathan M. Jones and Deborah V. Jones, Co-Trustees of the Jonathan M. Jones Revocable Trust Dated September 11, 2008** ☐ who are personally known to me or ☑ who produced Drivers License as identification.

(SEAL)

CHELSEA P WISE NOTARY PUBLIC COM. EXP. 02-19-25 SOUTH CAROLINA

Notary Public, State of South Carolina

OFFICIAL RECORDS FILE# 2152864 OR BK 2977 PG 920 PAGES: 3
5/25/2023 2:57:55 PM R , FEES: $27.00 DEED DOC:$245 00
D.C. MBRENES JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

RETURN TO

Prepared by and return to:
Roberto P. Celaya
Attorney at Law
Sheehan & Celaya, P.A.
125 W Center Ave
Sebring, FL 33870
863-465-1551
File Number: **CH-23-030**
Will Call No.:
$350,000.00

MB
27.00
2,450.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11 day of **May, 2023** between **Jones Family Holdings - Sebring LLC, a Florida limited liability company** whose post office address is **PO Box 1616, Sebring, FL 33870**, grantor, and **Emerald Hills Golf Villas, LLC, a Florida limited liability company** whose post office address is **1001 Hawk's Landing Dr, Sebring, FL 33875**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel Identification Number: C-04-34-28-130-2670-0160; C-04-34-28-130-2740-0040 and C-04-34-28-130-2750-0160.

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Steffen Cruickshank

Witness Name: Paul Walters

Jones Family Holdings - Sebring LLC, a Florida limited liability company

Jonathan M. Jones, Individually and as Trustee of Deborah V. Jones Revocable Trust Agreement u/a/d September 11, 2008, Authorized Member

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 11th day of May, 2023 by Jonathan M. Jones, Individually and as Trustee of Deborah V. Jones Revocable Trust Agreement u/a/d September 11, 2008, Authorized Member of Jones Family Holdings - Sebring LLC, a Florida limited liability company, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Paul Walters
NOTARY PUBLIC
Mecklenburg County, NC

Notary Public

Printed Name: Paul Walters

My Commission Expires: 04-26-2025

DoubleTime®

Exhibit A

VACANT LAND: A PORTION OF SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, AND VACATED PORTION OF OFFICIAL RECORDS BOOK 761, PAGE 643, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. AND PARCEL 4, BEING THE WESTERLY 449.29 FEET OF THE EASTERLY 1695 FEET OF BLOCKS 274 AND 275 AND CLOSED ROAD PER SURVEY. AND SUN 'N LAKE OF SEBRING UNIT 13, LOTS 16, 17, 18, 19, 20 AND 21, BLOCK 267,

AND

LOTS 16, 17, 18 AND 19, BLOCK 275, SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 267 OF SAID PLAT; THENCE NORTH 75°30'00" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SUN N' LAKE BOULEVARD, A DISTANCE OF 616.23 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10120.29 FEET, CENTRAL ANGLE OF 1°10'41, AND A CHORD BEARING NORTH 76°05'20" EAST, 208.06 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE AN ACRE LENGTH OF 208.06 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2544, PAGE 100, AS RECORDED IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 13°19'19.4" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 450.00 FEET TO A POINT LYING ON THE COMMON LINE BETWEEN BLOCKS 275 & 276; SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9670.29 FEET, CENTRAL ANGLE OF 1°10'41", AND A CHORD BEARING SOUTH 76°05'20" WEST, 198.808 FEET; THENCE ALONG SAID BLOCKS AN ARC LENGTH OF 198.812 FEET TO A POINT OF TANGENT; THENCE SOUTH 75°30'00" WEST, ALONG THE COMMON LINE BETWEEN BLOCKS 275 & 276, A DISTANCE OF 621.35 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 150.00 FEET; THENCE NORTH 8°39'12" WEST, A DISTANCE OF 50.26 FEET; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANTLER STREET (PLATTED AS CASTILE STREET), LYING BETWEEN BLOCKS 267 & 274 SUN 'N LAKE ESTATES OF SEBRING UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

LESS AND EXCEPT THAT PORTION OF ENID AVENUE (PLATTED AS CECILIA AVENUE), BOUND BY MAGNOLIA GOLF VILLAS ON THE WEST SIDE, BOUND BY BLOCK 267 TO THE NORTH, BOUND BY BLOCK 275 ON THE SOUTH AND BOUND BY CLOSED RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 643 ON THE EAST, ALL LYING IN SUN 'N LAKE ESTATES OF SEBRING, UNIT 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Parcel Identification Number: C-04-34-28-130-2670-0160; C-04-34-28-130-2740-0040; and C-04-34-28-130-2750-0160

ATTACHMENT "A"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

VACANT LAND: A PORTION OF **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13, AND VACATED PORTION OF OFFICIAL RECORDS BOOK 761, PAGE 643, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND PARCEL 4, BEING THE WESTERLY 449.29 FEET OF THE EASTERLY 1695 FEET OF BLOCKS 274 AND 275 AND CLOSED ROAD PER SURVEY, AND **SUN 'N LAKE OF SEBRING UNIT 13**, PLAT BOOK 9, PAGE 71, LOTS 16, 17, 18, 19, 20 AND 21, BLOCK 267,

AND

LOTS 16, 17, 18 AND 19, BLOCK 275, **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13**,** ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 16, BLOCK 267 OF SAID PLAT; THENCE NORTH 75°30'00" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SUN N' LAKE BOULEVARD, A DISTANCE OF 616.23 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10120.29 FEET, CENTRAL ANGLE OF 1°10'41, AND A CHORD BEARING NORTH 76°05'20" EAST, 208.06 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARE LENGTH OF 208.06 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2544, PAGE 100, AS RECORDED IN OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 13°19'19.4" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 450.00 FEET TO A POINT LYING ON THE COMMON LINE BETWEEN BLOCKS 275 & 276; SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9670.29 FEET, CENTRAL ANGLE OF 1°10'41", AND A CHORD BEARING SOUTH 76°05'20" WEST, 198.808 FEET; THENCE ALONG SAID BLOCKS AN ARC LENGTH OF 198.812 FEET TO A POINT OF TANGENT; THENCE SOUTH 75°30'00" WEST, ALONG THE COMMON LINE BETWEEN BLOCKS 275 & 276, A DISTANCE OF 621.35 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 150.00 FEET; THENCE NORTH 8°39'12" WEST, A DISTANCE OF 50.26 FEET; THENCE NORTH 14°30'00" WEST, ALONG SAID PLAT, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANTLER STREET (PLATTED AS CASTILE STREET), LYING BETWEEN BLOCKS 267 & 274 **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13**,** ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,

AND

LESS AND EXCEPT THAT PORTION OF ENID AVENUE (PLATTED AS CECILIA AVENUE), BOUND BY MAGNOLIA GOLF VILLAS ON THE WEST SIDE, BOUND BY BLOCK 267 TO THE NORTH, BOUND BY BLOCK 275 ON THE SOUTH AND BOUND BY CLOSED RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 643 ON THE EAST, ALL LYING IN **SUN 'N LAKE ESTATES OF SEBRING**, UNIT 13**,** ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA

ATTACHMENT "B"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE SOUTH 14°30'00" EAST, A DISTANCE OF 148.226 FEET TO A POINT; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 47,279.36 SQUARE FEET OR 1.09 ACRES, MORE OR LESS.

ATTACHMENT "C"

LEGAL DESCRTION FOR
EMERALD HILLS GOLF VILLAS and
SUN N' LAKE OF SEBRING IMPROVEMENT DISTRICT

A PORTION OF LAND LYING IN BLOCK 276, OF **SUN 'N LAKE ESTATES OF SEBRING, UNIT 13**, AS RECORDED IN PLAT BOOK 9, PAGE 71 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 275 OF SAID UNIT 13; THENCE NORTH 75°30'00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 221.35 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 9,670.29 FEET, A CENTRAL ANGLE OF 01°10'41", AND A CHORD BEARING NORTH 76°05'20" EAST, 198.808 FEET; THENCE ALONG SAID CURVE AND CONTINUE ALONG THE COMMON LINE OF BLOCKS 275 & 276, A ARC DISTANCE OF 198.812 FEET TO A POINT; THENCE SOUTH 13°19'19" EAST, DISTANCE OF 88.162 FEET; THENCE RUN SOUTH 67°36'05" WEST, A DISTANCE OF 422.342 FEET; THENCE SOUTH 84°02'23" WEST, A DISTANCE OF 404.50 FEET; THENCE NORTH 14°30'00" WEST, A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF MAGNOLIA GOLF VILLAS, AS RECORDED IN PLAT BOOK 17, PAGE 45 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 75°30'00.00" EAST, ALONG THE COMMON LINE OF BLOCKS 275 & 276, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINS 97,094.15 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:	**Cyndie Kramer, Planning & Zoning Manager**
SUBJECT/TITLE:	**Correction of scrivener's error on the Future Land Use Map of the Highlands County 2030 Comprehensive Plan.**

RECOMMENDED ACTION

Move to approve a correction of a scrivener's error to the Future Land Use Map of the Highlands County 2030 Comprehensive Plan, which incorrectly attributed the Conservation/Management (CM) land use to a portion of parcel C-03-36-29-A00-0080-0000, and reassigning it to its correct designation of Agriculture (AG).

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-25-642SS for BCC Stephens.pdf
CPA-25-642SS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**P&Z Hearing Date:** 11/7/2024
Case Number: CPA-25-642SS	**Case Name:** Stephens Groves Correction of Scriveners Error
Property Owners: Stephens Groves, Inc.	
Public Hearing: Agenda Item 10D	**Case Staff Member:** Cyndie Kramer

Request: The County is initiating a small-scale Comprehensive Plan Amendment to correct a scrivener's error in the future land use map designation from Conservation/Management Lands (CM) to Agriculture (AG).

General Location: An approximate 4.48-acre parcel located on the southwest side of US 27 South, approximately 3.70 miles south of US 98 and 2.67 miles north of Cloverleaf Road; the Parcel ID # being C-03-36-29-A00-0080-0000; and abbreviated legal description as follows: An approximate 4.48-acre parcel located in Section 3, Township 36 South, Range 29 East, Highlands County, Florida.

PARCEL ID: C-03-36-29-A00-0080-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 24-25-04, CPA-25-642SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.48 acres from Conservation Management (CM) to Agriculture (AG), and transmit CPA-25-642SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-25-642SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.48 acres from Conservation Management (CM) to Agriculture (AG), and transmit CPA-25-642SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the October 29, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER CPA-25-642SS – STEPHENS GROVES, INC., CORRECTION OF SCRIVENER'S ERROR** An approximate 4.48-acre parcel located on the southwest side of US 27 South, approximately 3.70 miles south of US 98 and 2.67 miles north of Cloverleaf Road; the Parcel ID # being C-03-36-29-A00-0080-0000; and abbreviated legal description as follows: An approximate 4.48-acre parcel located in Section 3, Township 36 South, Range 29 East, Highlands County, Florida.

   The County is initiating a small-scale Comprehensive Plan Amendment to correct a scrivener's error in the future land use map designation from Conservation/Management Lands (CM) to Agriculture (AG). Mrs. Hunnicutt read the request into the record, and Mrs. Kramer confirmed proof of advertising requirements, noted there were no letters received for or against the request, and presented information regarding the scrivener's error. No one in the audience spoke for or against the request.

   Motion made by Mrs. Payne and seconded by Mrs. Sclater to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance, CPA-25-642SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.48 acres from Conservation Management (CM) to Agriculture (AG), and transmit CPA-25-642SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 5-0**."

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a correction of a scrivener's error on the Future Land Use Map for an approximate 4.48-acre parcel, from CM to AG.

   The subject parcel was purchased in October 1984 by Stephens Groves Inc. The Zoning and Land Use at the time of purchase were Agricultural/General Agriculture. The original parcel consisted of approximately 87 acres on the northeast side of US 27 S, south of Tauchens Road, and approximately 4.4 acres on the southwest side of US 27 S. The property has been used consistently since acquisition for citrus production.

   In June 1995, the Board of Trustees of the Internal Improvement Trust Fund of Florida acquired the 146.47 acres immediately to the west of the 4.4 acre portion of the parcel for conservation as part of the Henscratch Road/Jack Creek site of the Lake Wales Ridge Ecosystem project, under the Conservation and Recreational Lands (CARL) priority list. Prior to the acquisition of the adjoining conservation site, the Future Land Use Map dated 1993 showed the subject area as General Agriculture.

   Per Highlands County Ordinance 96-29, under Case No CPA-96-038, in July 1996, the County undertook a County-initiated Future Land Use map amendment to add

newly acquired Public Conservation/Management Lands to the Future Land use map. This amendment did not include the 146.47-acre tract. However, the Future Land Use map dated October 1997 shows the 146.47-acre State-owned tract and the 4.4 acre portion of the subject parcel as Conservation/Management. There is no record of a Comprehensive Plan Amendment which specifically addressed these parcels.

In July 1998, Development Services staff requested authorization to move forward with a County-initiated consistency rezoning for lands with a Future Land Use map designation of Conservation/Management. The agenda item noted that the rezones represented "those uses of lands owned by Highlands County … or the State of Florida, either through the Department of Environmental Protection, Water Management Districts, or the Trustees of the Internal Improvement Trust Fund (TIITF), Board of County Commissioners, U.S. Government, Nature Conservancy, and Florida Department of Transportation."

Resolution No. 98-91, adopted by the Board of County Commissioners on August 25, 1998 approved the rezoning of 15 separate areas from AU (Agricultural District) to CM (Conservation/Management Lands District). "Part F- Area 7" of this Resolution included the 146.47 acres owned by TIITF, but did not include the 4.4 acres of the subject parcel.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grove	**CM***	AU
Adjacent Property to the North	US 27 & Grove	AG	AU
Adjacent Property to the South	Vacant	C	B-2
Adjacent Property to the East	US 27 & Grove	AG	AU
Adjacent Property to the West	Conservation	CM	CM

*** Land Use in Question**

3. Applicable References:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan
- Highlands County 2030 Comprehensive Plan:
  - Future Land Use Element Policies:
    - Policy 1.2.D.1, Agriculture (AG);
    - Policy 1.2.D.6, Conservation/Management Lands (CM).
  - Natural Resources Element Policies:
    - Policy 3.2, Map Resources on Conservation Overlay
  - Administrative Section

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.2.D. Land Use Categories:

1. ***Agriculture:*** *Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including biofuel feedstock and other resource based activities, and recreation and open space.*

6. ***Conservation/Management Lands:*** *This land use category includes* ***all public or private-nonprofit organization lands that have been obtained*** *(including acquisition, conservation easements, donations and other less than fee mechanisms)* ***for environmental research, preservation, conservation, mitigation or education purposes****. Examples include Conservation and Recreation Lands (CARL) or Florida Forever sites, open space easements, flood and water management lands, native preserves, natural park land, environmental research stations, wildlife management areas, and incidental accessory improvements directly related to these uses and for access improvements, such as boat-ramps, to recreational waters and equestrian camping facilities associated with established or planned trail systems such as the Florida National Scenic Trail, a part of which is along the Kissimmee River, connecting the Chain of Lakes with Lake Okeechobee.*

Natural Resources Element

Objective 3: Protect Conservation Land:

Policy 3.2.A. Map Resources on Conservation Overlay:

The County shall use the adopted Conservation Overlay Map Series which is part of the Future Land Use Map Series contained within the Future Land Use Element as a general indicator for the presence of one or more of the following resources:

1. Xeric uplands;

2. Wetlands;

3. Cutthroatgrass seeps;

4. Historical and archaeological resources;

5. Wellhead protection zone;

6. Aquifer recharge areas.

Administrative Section

Errors, Omissions, Boundary Adjustments: *Errors, omission, or boundary adjustments due to scrivener's errors (which can be documented by reference to records of official action) on the Future Land Use Map series, shall be verified by the Planning Department and confirmed by the Board of County Commissioners. Any Plan amendment to correct such mistakes will be by the County at no cost to the affected party.*

Findings of Fact:

1. The parcel has always been used for agricultural purposes;

2. The parcel has retained agricultural zoning;

3. The parcel has never been publicly owned or managed;

4. The parcel does not contain any of the identified natural resources on the Conservation Overlay Map Series;

4. The owners were never made aware of a change to the Future Land Use designation of their property;

5. The County has no record of the Future Land Use designation being approved to be changed.

The Planning & Zoning Division, based on the Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-25-642SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.48 acres from Conservation Management (CM) to Agriculture (AG), and transmit CPA-25-642SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Existing Future Land Use Map
Exhibit 4: Proposed Future Land Use Map
Exhibit 5: 1993 Future Land Use Map
Exhibit 6: Map from 1996 FLUM Amendment
Exhibit 7: 1997 Future Land Use Map
Exhibit 8: Map from 1998 Consistency Rezoning
Exhibit 9: Map from FWC Lake Wales Ridge Area

Exhibit 1: LOCATION MAP

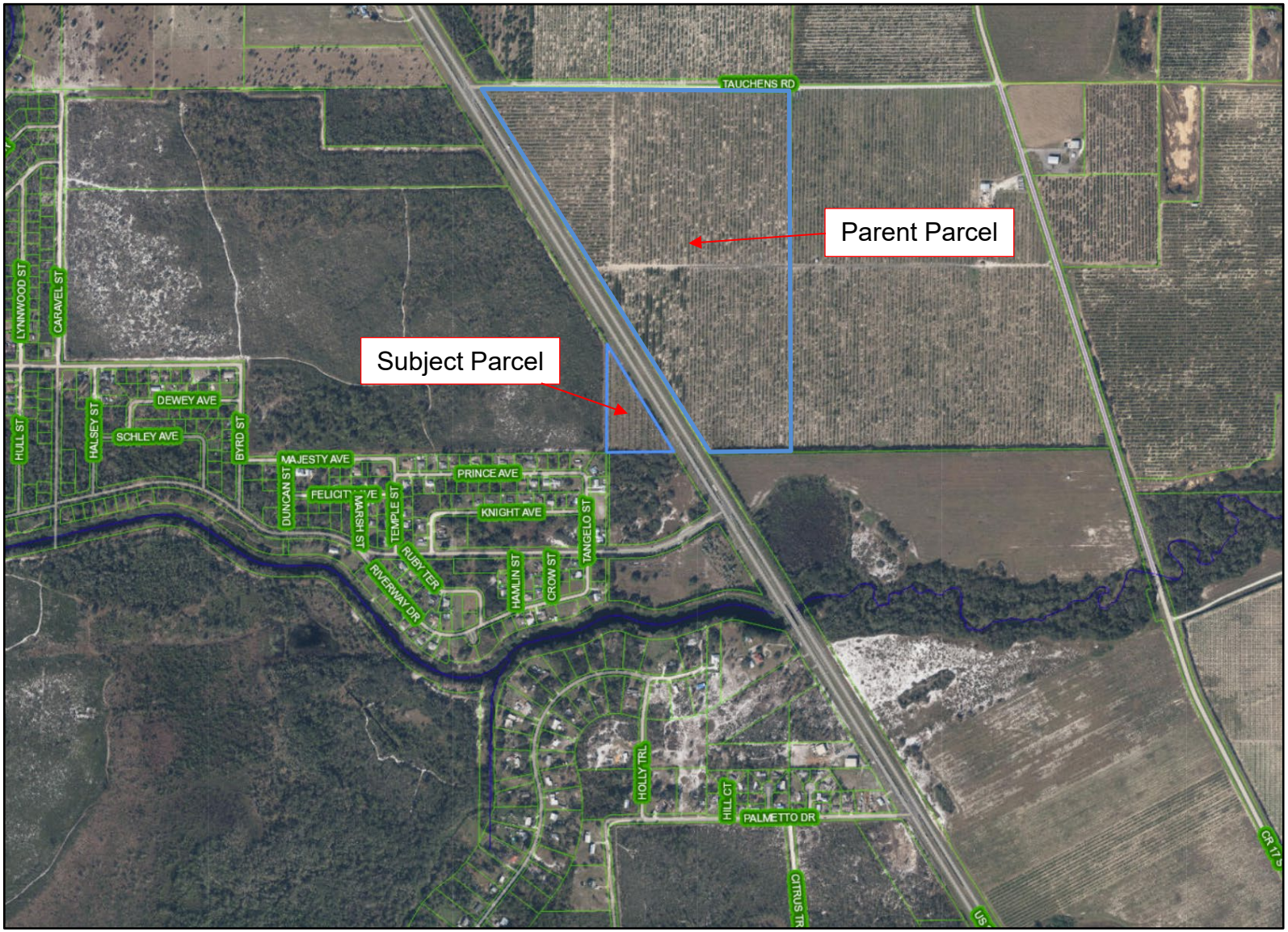


Exhibit 2: AERIAL MAP

Exhibit 3: EXISTING FUTURE LAND USE MAP

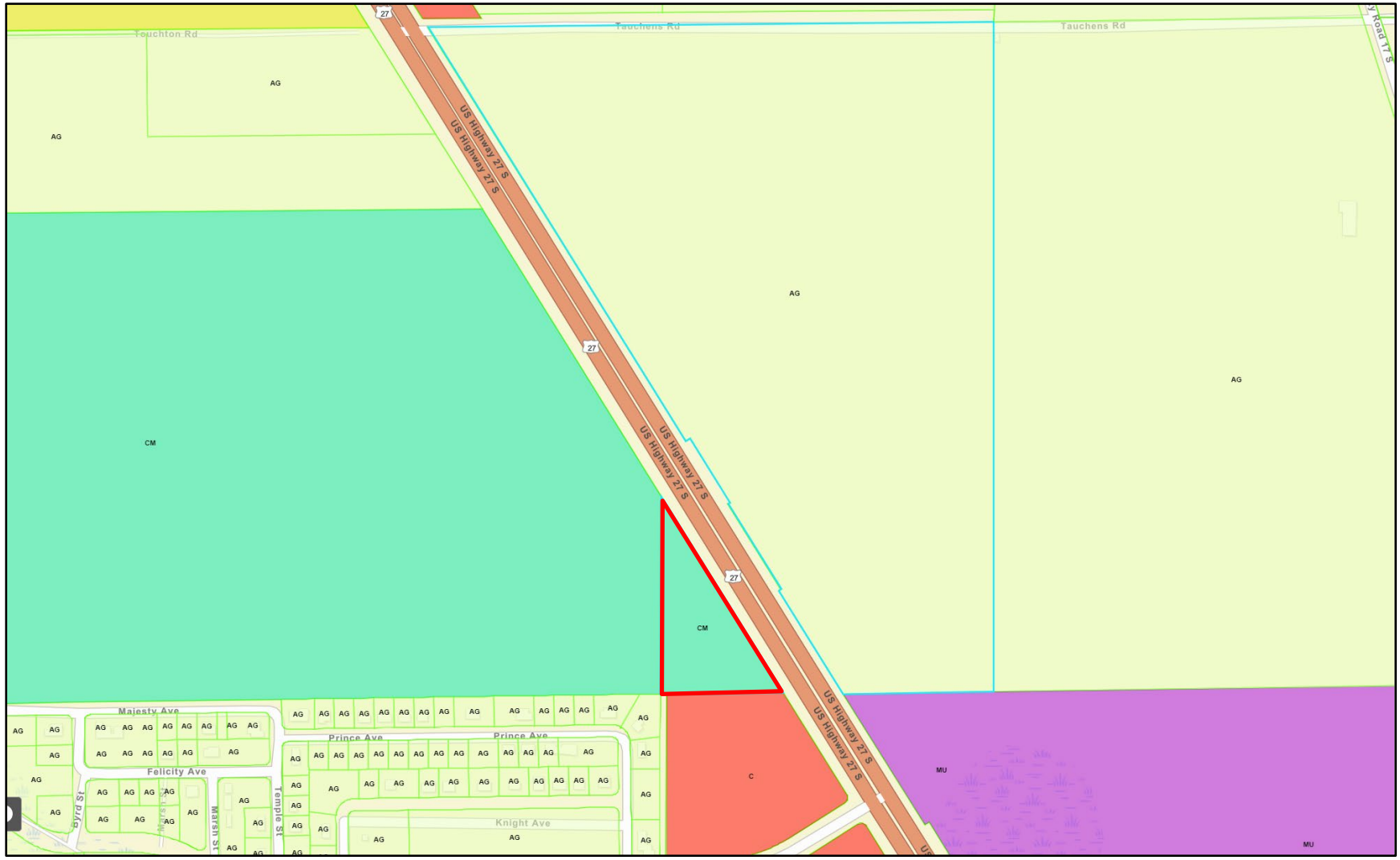


Exhibit 4: CORRECTED FUTURE LAND USE MAP

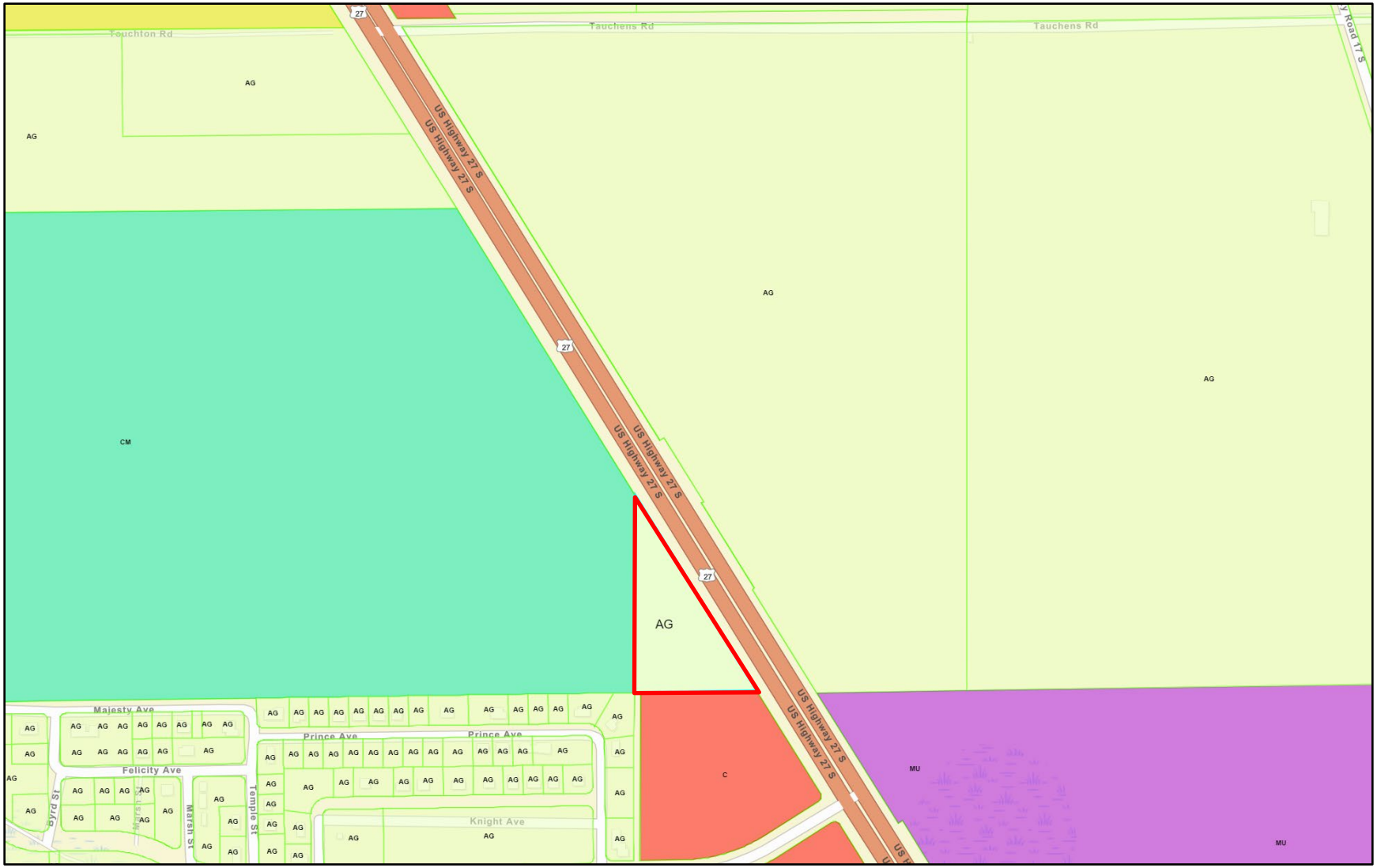


Exhibit 5: 1993 FUTURE LAND USE MAP

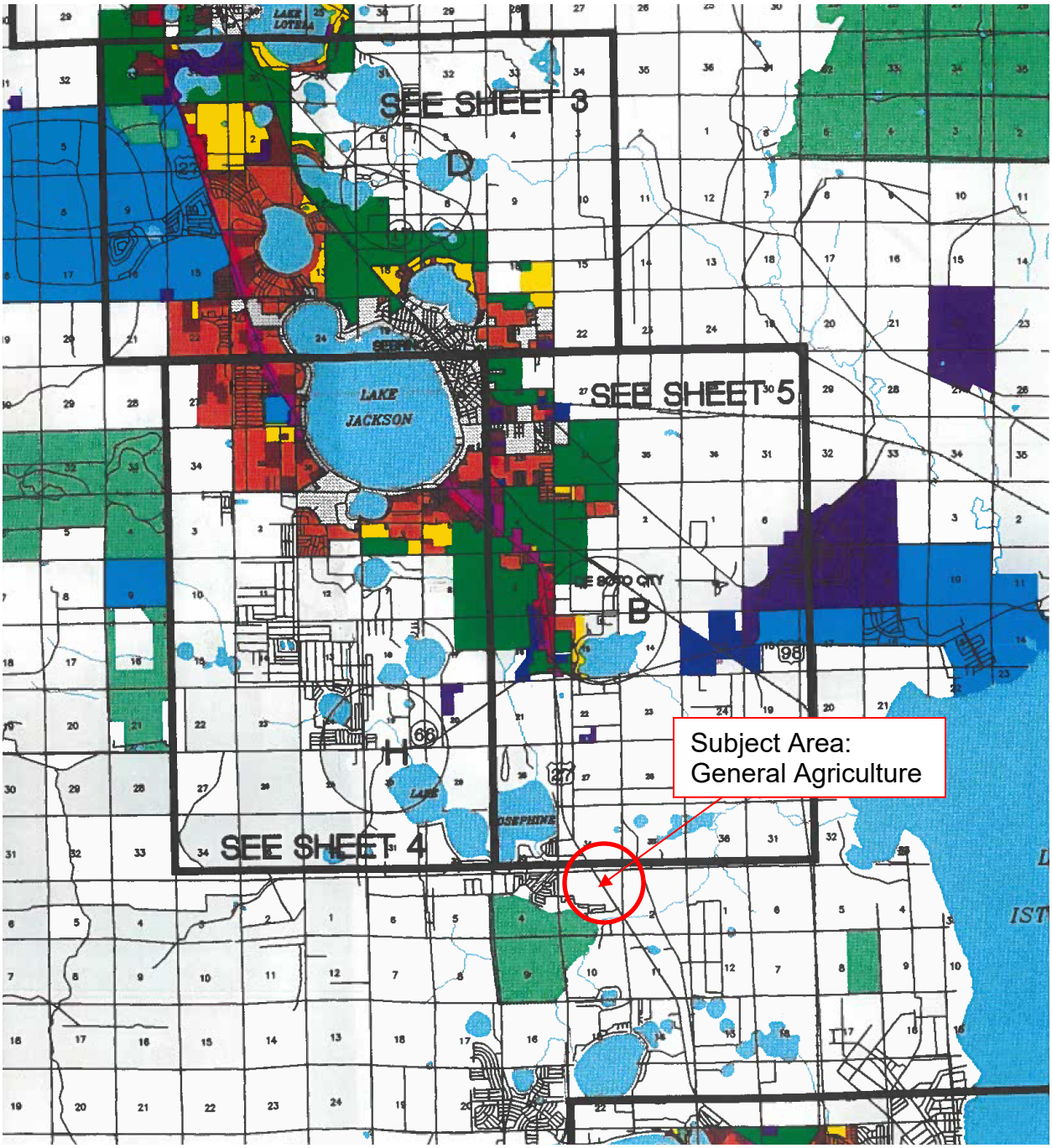


Exhibit 6: MAP FROM 1996 FLUM AMENDMENT

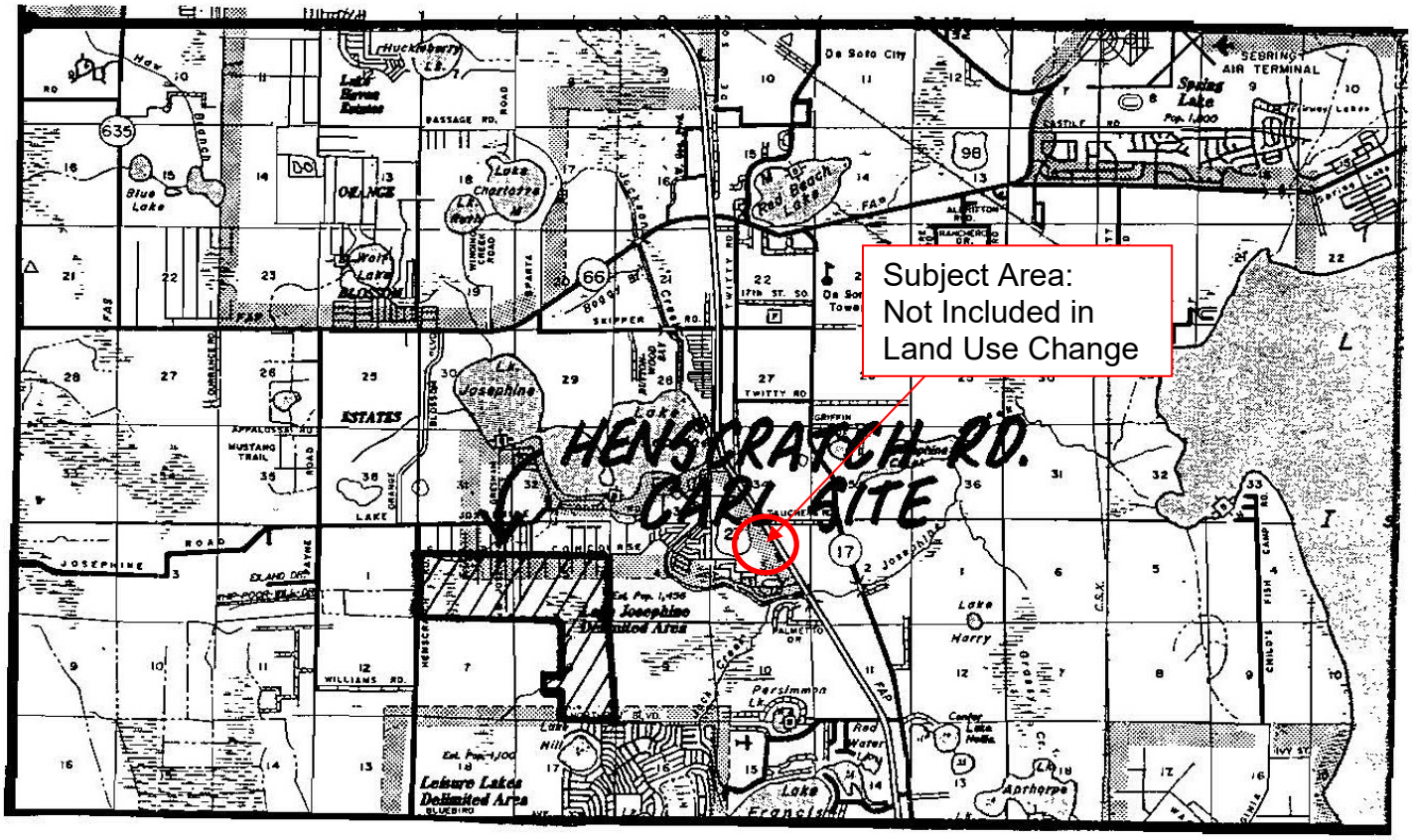


Exhibit 7: 1997 FUTURE LAND USE MAP

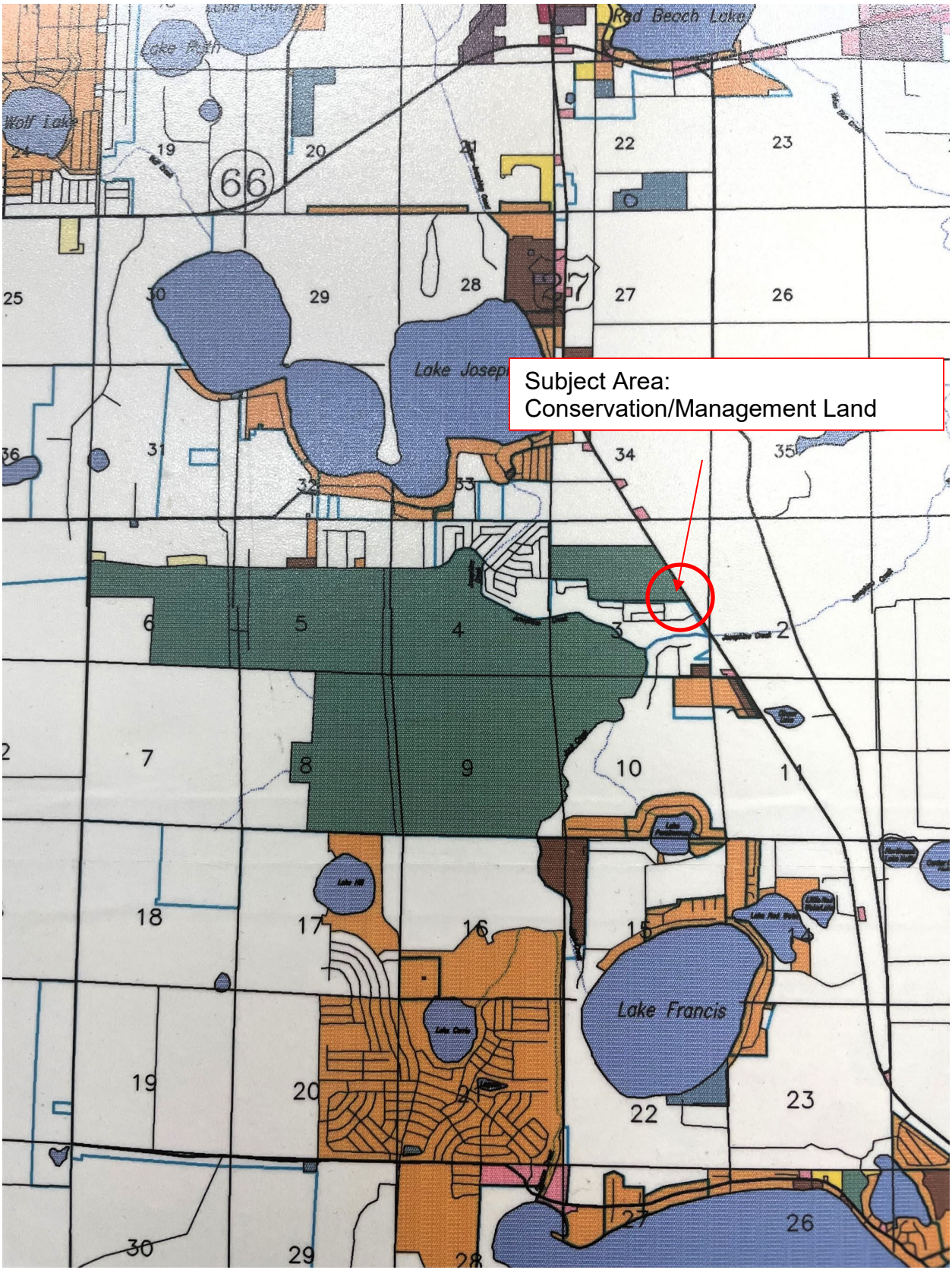


Exhibit 8: MAP FROM 1998 CONSISTENCY REZONE

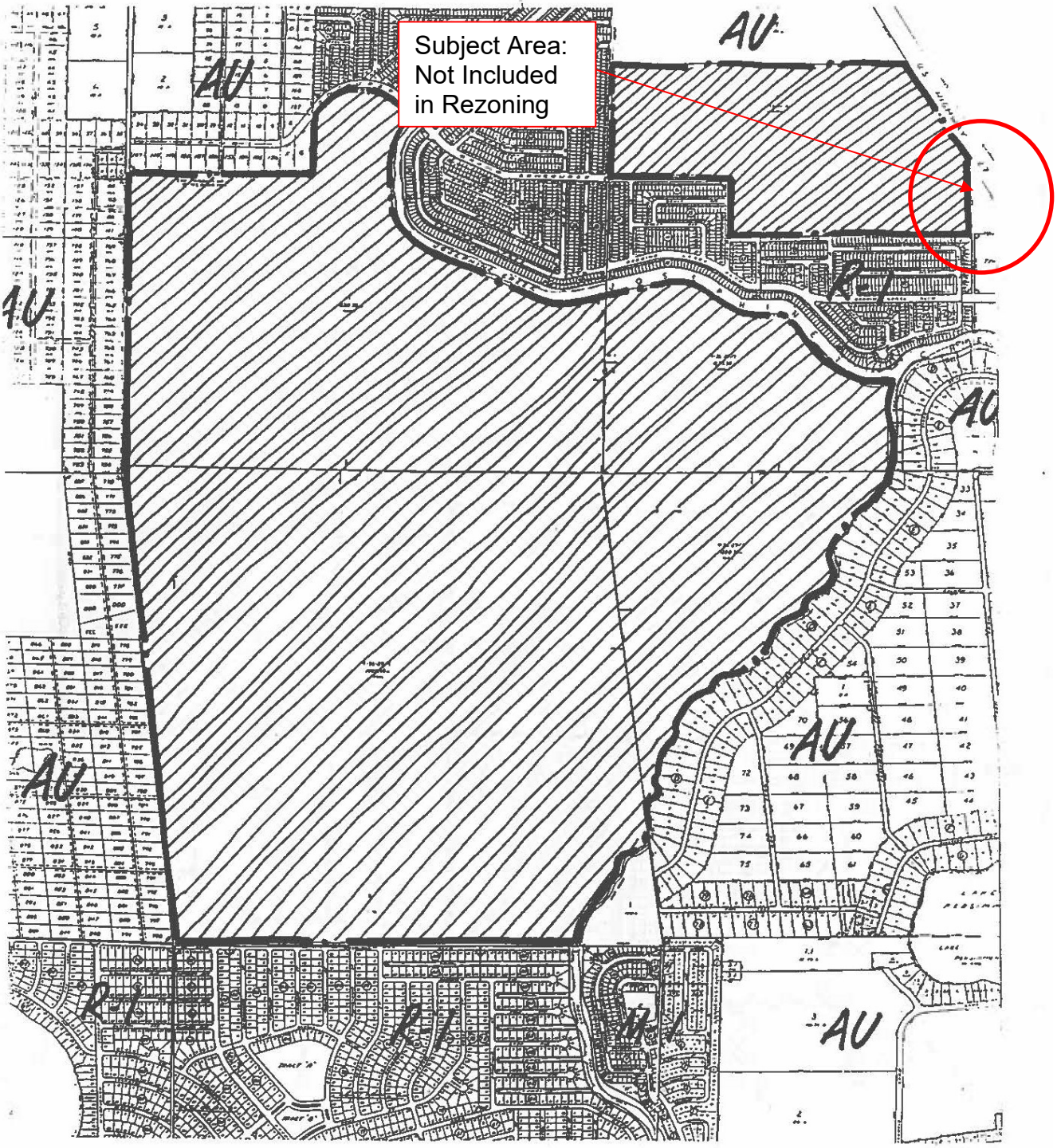
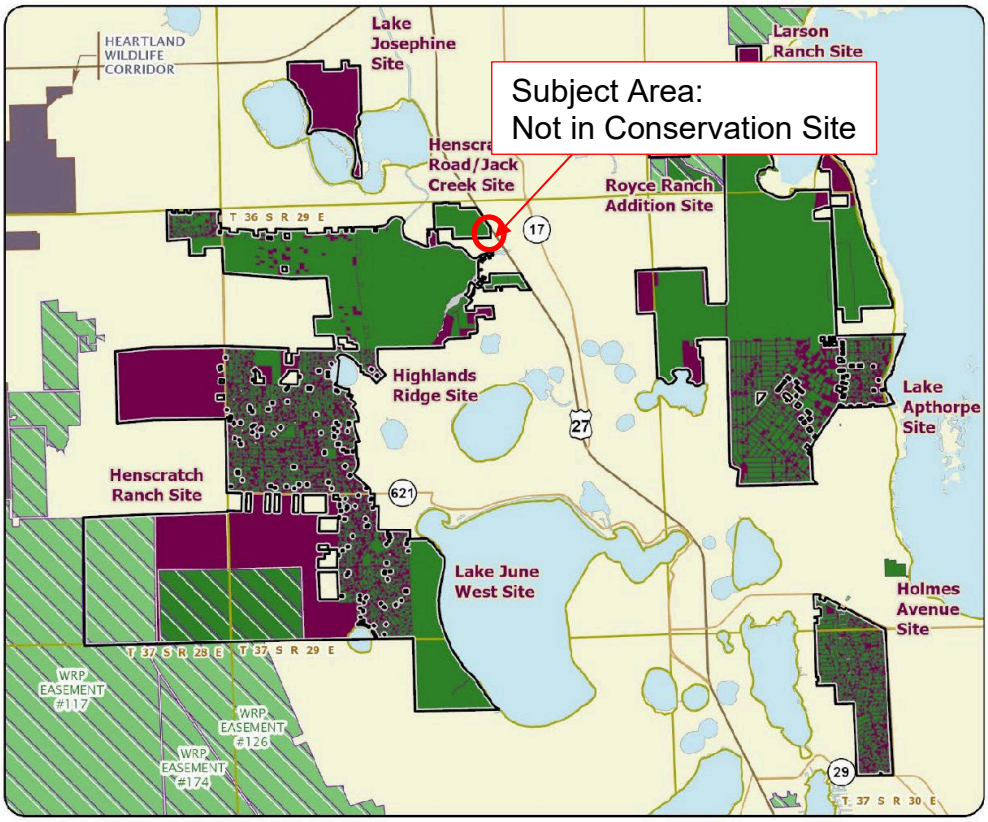


Exhibit 9:



LAKE WALES RIDGE ECOSYSTEM: MAP 8

HIGHLANDS COUNTY

- Florida Forever Project Boundary
- Essential Parcels Remaining
- Other Florida Forever Projects
- State Conservation Lands
- Other Conservation Lands
- Other Public Lands
- Less-Than-Fee Acquisition

0 2.5 5 Miles

N

ORDINANCE NO. 24-25-04

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-03-36-29-A00-0080-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers Highlands County ("County") to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County recognized a scrivener's error in the Future Land Use designation of that property identified by the Highlands County Property Appraiser through Parcel ID# C-03-36-29-A00-0080-0000 ("Property"), and therefore, initiated a correction to the Future Land Use designation on the Property which also requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on October 29, 2024, to review the small-scale amendment to the Property, identified by CPA-25-642SS, which proposes to amend the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-25-642SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the proposed Future Land Use amendment, CPA-25-642SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses;

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-03-36-29-A00-0080-0000, consisting of approximately 1.3 acres and more particularly described as:

> All that portion of the Southeast ¼ of the Northeast ¼ of Section 3 lying West of Federal Highway # 27, Township 36 South, Range 29 East, Highlands County, Florida.

is hereby corrected to change from "Conservation/Management" to "Agricultural".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agricultural.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-25-642SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject

small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Commerce or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 7th day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 24-25-04

ORDINANCE TITLE: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-03-36-29-A00-0080-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: Public hearing to consider adoption of Ordinance 24-25-04, Small-Scale Plan Amendment CPA-25-642SS, amending the Future Land Use Map of the Highlands County 2030 Comprehensive Plan.

DEPARTMENT: Development Services

MEETING DATE: November 7, 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: November 7, 2024

PRESENTER:	**Tiffany Gunn, Capital Projects Manager** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Request approval of Amendment 1 to the CMAR Agreement between Highlands County and Ajax Building Company, LLC ("Agreement"), to establish the Guaranteed Maximum Price ("GMP") for construction of the Highlands County Jail Expansion Project, and to remove certain clauses pertaining to federally funded projects.**

STATEMENT OF ISSUE

On April 16, 2024, the Board approved an Agreement between Ajax Building Company, LLC and Highlands County for Design, Pre-Construction, and Construction Management services for the Highlands County Jail Expansion project #21064 (the "Project"). Article 7 of the Agreement requires that the GMP be established, agreed upon and made a formal part of the Agreement through written amendment. The GMP for the Project is $14,962,124. The GMP includes demolition of existing structures on Palmetto Avenue to allow for development of site utilities, construction of storm water management systems, construction of the jail expansion, connecting corridor, and dumpster enclosure.

In addition, the Agreement contains several standard clauses that only pertain to federally funded projects which the County includes for precautionary purposes in the event a project ever qualifies for federal funding; however, federal funds are not being utilized for Project #21064. As such, Ajax Building Company, requested that those provisions be removed from the Agreement.

RECOMMENDED ACTION

Move to approve Amendment 1 to the CMAR Agreement between Highlands County and Ajax Building Company, LLC.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 350 (HCISSR LTD Capital) and the overall budget in the amount of $6,173,158, which will be appropriated in cost center 2680F (HCISSR LTD Capital 2021), account 56200Z (Project Buildings), project 21064 (County Jail Facility/Expansion).

Attachments: 24.10.30 Amendment 1 with Exhibits bb.pdf

AMENDMENT 1 TO AGREEMENT BETWEEN
HIGHLANDS COUNTY AND AJAX BUILDING COMPANY, LLC

THIS AMENDMENT is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Ajax Building Company, LLC, 732 Primera Boulevard, Suite 230, Lake Mary, Florida 32746, hereinafter referred to as the "CONSTRUCTION MANAGER".

WITNESSETH:

WHEREAS, on April 16, 2024, the COUNTY approved an agreement with the CONSTRUCTION MANAGER to provide construction manager at risk services (the "Agreement") for the construction of the first phase of the County jail expansion ("Project"); and

WHEREAS, upon substantial completion of the design documents to establish the scope of the Project, the Agreement contemplates that a Guaranteed Maximum Price ("GMP") will be established, approved by the COUNTY and formally made part of the Agreement by way of an amendment; and

WHEREAS, the design documents for the Project are sufficiently complete and the GMP has been established; and

WHEREAS, the Agreement includes several standard clauses that are necessary for contracts involving federal funding which the County includes for precautionary purposes in the event a project ever qualifies for federal funding; however, federal funds are not being used to pay for any portion of the Project and the CONTRACTOR has requested the removal of certain of the clauses; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to include the established GMP and to remove those clauses that pertain to federally funded projects 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 the CONSTRUCTION MANAGER is amended as follows:

1. Section 18.13 is hereby deleted in its entirety.

2. Section 18.14 is hereby deleted in its entirety.

3. Section 18.15 is hereby deleted in its entirety.

4. Section 18.16 is hereby deleted in its entirety.

5. Section 18.18 is hereby deleted in its entirety.

6. Section 18.19 is hereby deleted in its entirety.

7. Section 18.20 is hereby deleted in its entirety.

8. Section 18.21 is hereby deleted in its entirety.

9. Section 18.25 is hereby deleted in its entirety.

10. **Exhibit "B"**, Drawings and Specifications, to the Agreement is hereby updated to include **Exhibit "B-1"**, attached hereto.

11. **Exhibit "C"**, Construction Manager Staff, to the Agreement is hereby updated to include **Exhibit "C-1"**, attached hereto.

12. Article 6, Schedule, Time of Commencement and Substantial Completion, is hereby amended to include the Master Project Schedule, attached hereto as **Exhibit "H"**.

13. Article 7, Guaranteed Maximum Price for Construction, is hereby updated to include the GMP for the completion of the Project, attached hereto as **Composite Exhibit "I"**.

14. **Composite Exhibit "J"**, Site Utilization Narrative is hereby added to the Agreement.

15. All of the 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 this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

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

HIGHLANDS COUNTY

_____

Kevin Roberts, Chair,

ATTEST:

Jerome Kaszubowski, Clerk

CONSTRUCTION MANAGER

By: _____

Print: William P. Byrne

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of William P. Byrne, as Chief Executive Officer, of Ajax Building Company, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30th day of October, 2024.

(stamp)

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

_____
NOTARY PUBLIC, State of Florida

EXHIBIT "B-1"

CONTRACT DRAWINGS
Entitled Highlands County Jail dated 08/30/2024

Sheet	Description	Date	Revised	Revised
	CIVIL			
C1	Cover Sheet	8/15/2024		
C2	Existing Conditions & Demo Plan	8/15/2024	9/16/2024 RFI Response	
C3	Layout & Dimension Plan	8/15/2024		
C4	Existing Drainage Area Plan	8/15/2024		
C5	Grading & Drainage Plan	8/15/2024		
C6	Utility Plan	8/15/2024		
C7	Construction Details	8/15/2024		
C8	Storm Details	8/15/2024		
C9	Utility Details	8/15/2024		
C10	Utility Notes	8/15/2024		
C11	General Notes	8/15/2024		
	ARCHITECTURAL SITE PLAN			
AS1.0	Architectural Site Plan	8/30/2024		
AS1.1	Site Details	8/30/2024		
	ARCHITECTURAL LIFE SAFETY			
LS1.0	Life Safety Plans – First Floor	8/30/2024		
	ARCHITECTURAL			
A1.1	Architectural Floor Plan- First Floor	8/30/2024		
A2.0	Building Elevations	8/30/2024		
A3.0	Building Sections	8/30/2024		
A3.1	Building Sections	8/30/2024		

Sheet	Description	Date	Revised	Revised
A4.0	Wall Partition Types	8/30/2024		
A4.1	Wall Sections	8/30/2024		
A5.0	Enlarged Plans and Details	8/30/2024		
A5.1	Enlarged Plans and Stair Details	8/30/2024		
A5.2	Enlarged Cell Plans	8/30/2024		
A5.3	Detention Equipment Plans	8/30/2024		
A7.0	Door and Window Elevations	8/30/2024		
A7.1	Door Details	8/30/2024		
A7.2	Window Details	8/30/2024		
A7.3	Window Details	8/30/2024		
A8.0	Reflected Ceiling Plans – First Floor	8/30/2024		
A9.0	Roof Plan	8/30/2024		
A10.1	Finish Plan – First Floor	8/30/2024		
	Structural			
S0.1	General Structural Notes	8/30/2024		
S0.2	Details	8/30/2024		
S0.3	Sections	8/30/2024		
S0.4	Sections	8/30/2024		
S0.5	Sections	8/30/2024		
S1.1	Foundation Plan	8/30/2024		
S1.2	Mezzanine & Low Roof Framing Plan	8/30/2024		
S1.3	Roof Framing Plan	8/30/2024		
	Plumbing			
P0.1	General Notes Legends & Schedules	8/30/2024		
P0.2	Schedules	8/30/2024		
P1.1	Floor Plans – Waste & Vent	8/30/2024		

Sheet	Description	Date	Revised	Revised
P2.1	Floor Plans - Supply	8/30/2024		
P3.1	Enlarged Plans	8/30/2024		
P3.2	Sections	8/30/2024		
P4.1	Riser Diagram – Waste & Vent	8/30/2024		
P4.2	Rider Diagram – Supply	8/30/2024		
P4.3	Riser Diagram – Gas	8/30/2024		
P5.1	Details	8/30/2024		
P5.2	Details	8/30/2024		
	MECHANICAL			
M0.1	General Notes Legends & Schedules	8/30/2024		
M0.2	Schedules	8/30/2024		
M1.1	Floor Plans	8/30/2024		
M1.2	Sections	8/30/2024		
M5.1	Details	8/30/2024		
M5.2	Details	8/30/2024		
	ELECTRICAL			
E0.1	General Notes Legends & Schedules	8/30/2024		
E0.2	Schedules	8/30/2024		
E1.0	Site Plan – Electrical	8/30/2024		
E1.1	Floor Plans – Lighting	8/30/2024		
E2.1	Floor Plans – Power	8/30/2024		
E2.2	Rood Plan – Lightning Protection	8/30/2024		
E3.1	Grounding Riser & One Line Diagram	8/30/2024		
E4.1	Panel Schedules	8/30/2024		
E4.2	Panel Schedules	8/30/2024		
E5.0	Details	8/30/2024		

Sheet	Description	Date	Revised	Revised
E5.1	Details	8/30/2024		
E5.2	Details – Lighting Protection	8/30/2024		
ES0.1	General Notes Legends & Schedules	8/30/2024		
ES1.1	Floor Plan	8/30/2024		
ES4.1	Riser Diagram	8/30/2024		
ES4.2	Riser Diagram	8/30/2024		
ES5.1	Details	8/30/2024		
	FIRE PROTECTION			
FE0.1	General Notes Legends & Schedules	8/30/2024		
FE1.1	Floor Plan	8/30/2024		
FE2.1	Floor Plan – Smoke Control	8/30/2024		
FE5.1	Riser and Details	8/30/2024		
FS0.1	General Notes Legends & Schedules	8/30/2024		
FS1.0	Site Plan	8/30/2024		
FS1.1	Floor Plan	8/30/2024		
FS5.1	Details	8/30/2024		
	Information Technology			
T0.1	General Notes Legends & Schedules	8/30/2024		
T1.1	Floor Plans	8/30/2024		
T5.1	Details and Rack Elevation	8/30/2024		
	(END OF CONTRACT DRAWINGS)			

PROJECT SPECIFICATIONS
Entitled Highlands County Jail dated 08/30/2024

Section	Description	# Pages	Date	Revised
	Bidding Conditions			
000100	Instruction Bidders (w/ one attached form)		8/30/2024	
	Conditions of the Contract			
000500	Agreement Forms (w/ one attached form)		8/30/2024	
000610	Performance Bond and Payment Bond (w/ one attached form)		8/30/2024	
000625	Acceptable Surety Companies		8/30/2024	
000700	General Conditions (w/attached form)		8/30/2024	
	Division 01 – General Requirements			
011000	Summary of Work	3	8/30/2024	
012500	Substitution Procedures	2	8/30/2024	
012900	Payment Procedures	4	8/30/2024	
013100	Project Coordination	2	8/30/2024	
013200	Project Meetings	1	8/30/2024	
013300	Submittals	4	8/30/2024	
014000	Quality Requirements	2	8/30/2024	
014200	Definitions and Standards	2	8/30/2024	
015000	Temporary Facilities	4	8/30/2024	
015500	Materials and Equipment	3	8/30/2024	
017700	Closeout Procedures	3	8/30/2024	
017800	Warranties	2	8/30/2024	
	Division 02 – Existing Conditions			
020205	Demolition (w/attached form)	2	8/30/2024	
023000	Geotechnical Data	1	9/16/2024	

Section	Description	# Pages	Date	Revised
	Division 03 – Concrete			
031100	Concrete Formwork	2	8/30/2024	
032000	Concrete Reinforcing	3	8/30/2024	
033000	Cast in Place Concrete	19	8/30/2024	
034200	Hollow Core Panels	4	8/30/2024	
034500	Pre-Cast Architectural Concrete	9	8/30/2024	
	Division 04 – Masonry			
040513	Masonry Mortaring	3	8/30/2024	
040516	Masonry Grout	3	8/30/2024	
040523	Masonry Accessories	4	8/30/2024	
	Division 05 – Metals			
053100	Steel Decking	4	8/30/2024	
055000	Metal Fabrications	9	8/30/2024	
055113	Metal Pan Stairs	6	8/30/2024	
	Division 06 – Wood, Plastics and Composites			
061000	Rough Carpentry	2	8/30/2024	
064123	Interior Architectural Woodwork	4	8/30/2024	
066510	Solid Surface Fabrications	5	8/30/2024	
	Division 07 – Thermal and Moisture Protection			
071113	Bituminous Damp Proofing	2	8/30/2024	
072600	Under-Slab Vapor Barrier	2	8/30/2024	
072700	Self-Adhering Membrane Air Barrier Membrane	9	8/30/2024	
072726.03	Fluid-Applied Membrane Air Barriers, Vapor Permeable	8	8/30/2024	

Section	Description	# Pages	Date	Revised
075423	Thermoplastic Membrane Roofing Fleece back PVC Membrane	7	8/30/2024	
076200	Flashing and Sheet Metal	2	8/30/2024	
076310	Gutters and Downspouts	1	8/30/2024	
078400	Firestopping	8	8/30/2024	
079200	Joint Sealants	3	8/30/2024	
	Division 08 – Openings			
081416	Flush Wood Doors	2	8/30/2024	
087100	Finish Hardware	7	9/6/2024 via RFI	
088000	Glazing	7	8/30/2024	
	Division 09 – Finishes			
092400	Cement Plastering	3	8/30/2024	
092900	Gypsum Drywall	3	8/30/2024	
095100	Acoustical Ceilings	2	8/30/2024	
096500	Luxury Vinyl Tile	4	8/30/2024	
096566	Resilient Athletic Flooring (NIC per RFI PB54)	5	8/30/2024	
096600	Resilient Wall Base	4	8/30/2024	
096723	Resinous Flooring	8	8/30/2024	
096816	ESD Carpet	2	8/30/2024	
099100	Painting	5	8/30/2024	
	Division 10 – Specialties			
104400	Signage	4	8/30/2024	
104416	Fire Extinguishers, Cabinets and Accessories	2	8/30/2024	
108000	Toilet and Bath Accessories	3	8/30/2024	
109900	Miscellaneous Specialties	2	8/30/2024	

Section	Description	# Pages	Date	Revised
	Division 11 – Equipment			
111900	Detention Equipment General Provisions	4	8/30/2024	
111920	Commercial & Security Hollow Metal	7	8/30/2024	
111940	Security Hardware	8	9/6/2024 via RFI	
111950	Security Glass and Glazing	3	8/30/2024	
111970	Security Furnishings	5	9/6/2024 via RFI	
111980	Prefabricated Modular Steel Detention Cells	12	8/30/2024	
	Division 21 – Fire Suppression			
210100	General Provisions for Fire Suppression	15	8/30/2024	
210517	Sleeves and Sleeve Seals for Fire Suppression Piping	4	8/30/2024	
210518	Escutcheons for Fire Suppression Piping	2	8/30/2024	
210523	General Duty Valves for Fire Protection Piping	6	8/30/2024	
210529	Hangers and Supports for Fire Suppression Piping and Equipment	6	8/30/2024	
210533	Heat Tracing for Fire Suppression Piping	4	8/30/2024	
210533	Identification for Fire Suppression Piping and Equipment	4	8/30/2024	
210700.14	Insulation for Outdoor Fire Suppression Piping	7	8/30/2024	
211100	Facility Fire Suppression Water Service Piping	12	8/30/2024	
211119	Fire Department Connections	2	8/30/2024	
211313	Wet-Pip Sprinkler Systems	12	8/30/2024	
	Division 22 – Plumbing			
220100	General Provisions for Plumbing	14	8/30/2024	
220513	Common Motor Requirements for Plumbing Equipment	2	8/30/2024	
220516	Expansion Fittings and Loops for Plumbing Piping	2	8/30/2024	
220517	Sleeve and Sleeve Seals for Plumbing Piping	5	8/30/2024	
220518	Escutcheons for Plumbing Piping	2	8/30/2024	

Section	Description	# Pages	Date	Revised
220519	Meters and Gages for Plumbing Piping	5	8/30/2024	
220523.11	General Duty Valves for Plumbing Piping	5	8/30/2024	
220529	Hangers and Supports for Plumbing Piping and Equipment	7	8/30/2024	
220548.13	Vibration Controls for Plumbing Piping and Equipment	2	8/30/2024	
220553	Identification for Plumbing Piping and Equipment	4	8/30/2024	
220719.12	Insulation for Domestic Hot-Water Piping	9	8/30/2024	
220719.13	Insulation for Storm-Water Piping and Drains	7	8/30/2024	
220719.15	Insulation for ADA Plumbing Fixtures	3	8/30/2024	
221119	Domestic Water Piping Specialties	9	8/30/2024	
221123.13	Domestic-Water Packaged Booster Pumps	7	8/30/2024	
221123.21	Inline. Domestic-Water Pumps	5	8/30/2024	
221316	Sanitary Waste and Vent Piping	9	8/30/2024	
221319	Sanitary Waste Piping Specialties	5	8/30/2024	
221319.13	Sanitary Drains	3	8/30/2024	
221413	Facility Storm Drainage Piping	8	8/30/2024	
221423	Storm Drainage Piping Specialties	4	8/30/2024	
221423.13	Storm Drains	2	8/30/2024	
221623	Facility Natural-Gas Piping	12	8/30/2024	
223400	Fuel-Fired, Domestic Water Heaters	6	8/30/2024	
224200	Commercial Plumbing Fixtures	5	8/30/2024	
224600	Security Plumbing Fixtures	9	8/30/2024	
224610	Water Management System for Security Plumbing Fixtures	10	8/30/2024	
	Division 23 – HVAC			
230100	General Provisions for HVAC	18	8/30/2024	
230513	Common Motor Requirements for HVAC Equipment	2	8/30/2024	
230517	Sleeves and Sleeve Seals for HVAC Piping	3	8/30/2024	
230518	Escutcheons for HVAC Piping	2	8/30/2024	

Section	Description	# Pages	Date	Revised
230529	Hangers and Supports for HVAC Piping and Equipment	7	8/30/2024	
230548.13	Vibration Controls for HVAC	5	8/30/2024	
230553	Identification for HVAC Piping and Equipment	5	8/30/2024	
230593	Testing, Adjusting and Balancing for HVAC	13	8/30/2024	
230713.11	Insulation for Indoor General HVAC Ducts	11	8/30/2024	
230719.11	Insulation for Condensate Drain Piping	8	8/30/2024	
230719.16	Insulation for Refrigerant Piping	8	8/30/2024	
232113.11	Condensate Drain Piping	4	8/30/2024	
233113.14	Refrigerant Piping	6	8/30/2024	
233300	Metal Ducts for General HVAC	11	8/30/2024	
233346	Metal Ducts for Smoke Control Systems	8	8/30/2024	
233413.13	Air Duct Accessories	10	8/30/2024	
233416.11	Flexible Ducts	3	8/30/2024	
233713.13	Mixed Flow In-Line Fans	6	8/30/2024	
233416.11	Square In-Line Centrifugal Fans	5	8/30/2024	
233713.13	Air Diffusers	4	8/30/2024	
233713.23	Registers and Grilles	4	8/30/2024	
233713.43	Security Registers and Grilles	3	8/30/2024	
233919	Fixed Louvers	6	8/30/2024	
234100	Particulate Air Filtration	4	8/30/2024	
237416.11	Packaged Small-Capacity, Rooftop Air Conditioning Units	11	8/30/2024	
238126.11	Air-Cooled, Split-System Air Conditions (5 ton and smaller)	6	8/30/2024	
	Division 25 – Instrumentation and Control			
250100	General Provisions for Instrumentation and Control	18	8/30/2024	
250901	Stand-Alone Controls for Non-DDC Systems	27	8/30/2024	
250923.12	Control Damper Accessories	7	8/30/2024	

Section	Description	# Pages	Date	Revised
	Division 26 – Electrical			
260100	General Provisions for Electrical	17	8/30/2024	
260519	Low-Voltage Electrical Power Conductors and Cables	4	8/30/2024	
260523	Control-Voltage Electrical Power Cables	4	8/30/2024	
260529	Grounding and Bonding for Electrical Systems	7	8/30/2024	
260533	Hangers and Supports for Electrical Systems	4	8/30/2024	
260533	Raceway and Boxes for Electrical Systems	14	8/30/2024	
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	2	8/30/2024	
260553	Identification for Electrical Systems	7	8/30/2024	
260573.13	Short-Circuit Studies	5	8/30/2024	
260573.16	Coordination Studies	7	8/30/2024	
260573.19	Arch-Flash Hazard Analysis	6	8/30/2024	
260943.23	Relay-Based Lighting Controls	7	8/30/2024	
262213	Low-Voltage Distribution Transformers	5	8/30/2024	
262416	Panelboards	8	8/30/2024	
262726	Wiring Devices	9	8/30/2024	
262816	Enclosed Switches and Circuit Breakers	7	8/30/2024	
263213.13	Diesel-Engine-Driven Generator Sets	13	8/30/2024	
263353	Static Uninterruptible Powe Supply	13	8/30/2024	
263600	Transfer Switches	7	8/30/2024	
264113	Lightning Protection for Structures	3	8/30/2024	
264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits	4	8/30/2024	
265119	LED Interior Lighting	5	8/30/2024	
	Division 27 – Communications			
270100	General Provisions for Communications	16	8/30/2024	
270526	Grounding and Bonding for Communications Systems	4	8/30/2024	
270536	Cable Trays for Communications Systems	4	8/30/2024	

Section	Description	# Pages	Date	Revised
270553	Identification for Communications Systems	6	8/30/2024	
271100	Communications Equipment Room Fittings	3	8/30/2024	
271116	Communications Racks, Frames and Enclosures	5	8/30/2024	
271323	Communications Optical Fiber Backbone Cabling	8	8/30/2024	
271513	Communications Copper Horizontal Cabling	10	8/30/2024	
	Division 28 – Electronic Safety and Security			
280100	General Provisions for Electronic Safety and Security	16	8/30/2024	
280523	Control-Voltage Cables for Electronic Safety and Security	5	8/30/2024	
280553	Identification for Electronic Safety and Security	7	8/30/2024	
282300	Video Surveillance Control and Management Systems	8	8/30/2024	
282500	Surveillance Devices	8	8/30/2024	
285211	Detention Monitoring and Control Systems	21	8/30/2024	
	Division 29 – Reserved			
290100	General Provisions for Fire Safety and Emergency Communications	16	8/30/2024	
290523	Control-Voltage Cables for Fire Safety and Emergency Communications	5	8/30/2024	
294621.11	Addressable Fire-Alarm Systems	19	8/30/2024	
294900	Firefighters Smoke Control Systems	4	8/30/2024	
	Division 31 – Earthwork			
313116	Termite Control	2	8/30/2024	
323113	High Security Chain Link Fence and Gates	13	8/30/2024	
	(END OF PROJECT SPECIFICATIONS)			

EXHIBIT C-1

CONSTRUCTION MANAGER'S PERSONNEL

Personnel	Title	Hourly Rate
Wright	Operations Manager	$103.37
TBD	Project Manager	$76.92
TBD	Assistant Project Manager	$48.08
TBD	General Superintendent	$103.37
TBD	Superintendent	$72.12
TBD	Project Accountant	$45.00
TBD	Home Office Secretary	$32.45

EXHIBIT "H"

SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated September 06, 2024, as prepared by Ajax Building Company, LLC for the illustration of the below listed items The project schedule has been updated to include progress achieved through September 04, 2024.

The project schedule included within this attachment is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of fourteen (14) months for the construction phase of the project.

The following contractual dates are incorporated into the Agreement.

- Substantial Completion — December 11, 2025
- Final Completion — January 06, 2026

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction — November 27, 2024
- Top-Out of Building Structure — June 30, 2025
- Building Dry-In — October 13, 2025
- Owner Occupancy — January 06, 2026

In order for construction activities to commence on November 27, 2024, as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete — October 21, 2024
- CM Contract Amendment Executed — November 07, 2024
- All Required Permits Issued — December 13. 2024
- Notice to Proceed Issued — November 07, 2024

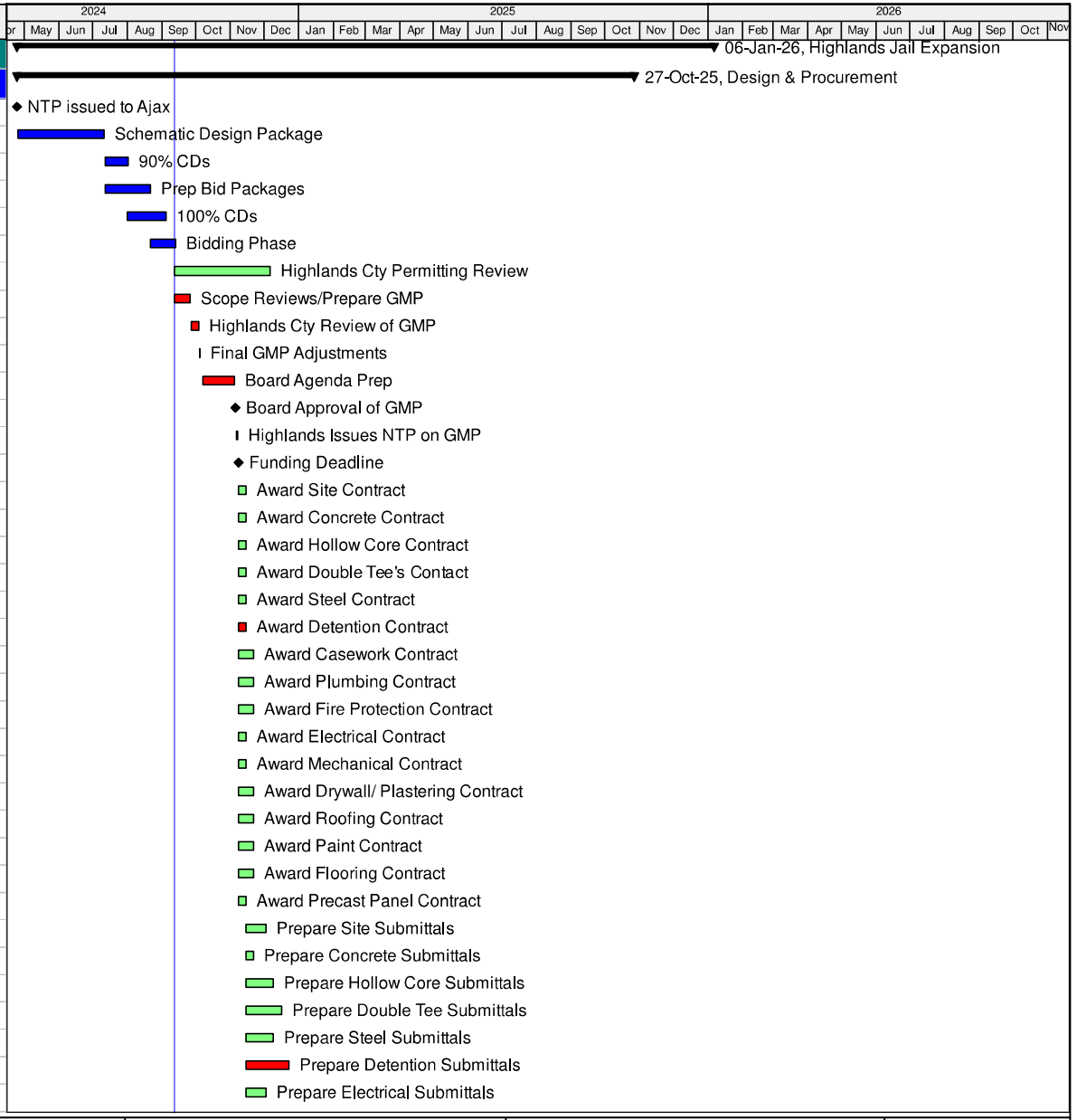
Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis.

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Construction Manager within one (1) week of receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Preconstruction and Construction Phases of the project to ensure that all critical dates are maintained.

Activity ID	Activity Name	Original Duration	Start	Finish
Highlands Jail Expansion		386	24-Apr-24 A	06-Jan-26
Design & Procurement		339	24-Apr-24 A	27-Oct-25
A2460	NTP issued to Ajax	0	24-Apr-24 A	
A2470	Schematic Design Package	25	25-Apr-24 A	11-Jul-24 A
A2490	90% CDs	20	12-Jul-24 A	01-Aug-24
A2500	Prep Bid Packages	10	12-Jul-24 A	21-Aug-24
A1165	100% CDs	22	01-Aug-24 A	04-Sep-24
A2510	Bidding Phase	20	21-Aug-24 A	12-Sep-24
A2530	Highlands Cty Permitting Review	60	12-Sep-24	06-Dec-24
A2680	Scope Reviews/Prepare GMP	11	12-Sep-24	26-Sep-24
A2550	Highlands Cty Review of GMP	5	27-Sep-24	03-Oct-24
A2560	Final GMP Adjustments	1	04-Oct-24	04-Oct-24
A2570	Board Agenda Prep	21	07-Oct-24	04-Nov-24
A2580	Board Approval of GMP	0	05-Nov-24*	
A2590	Highlands Issues NTP on GMP	2	06-Nov-24	07-Nov-24
A2600	Funding Deadline	0	08-Nov-24*	
A2610	Award Site Contract	5	08-Nov-24	14-Nov-24
A2620	Award Concrete Contract	5	08-Nov-24	14-Nov-24
A2630	Award Hollow Core Contract	5	08-Nov-24	14-Nov-24
A2640	Award Double Tee's Contact	5	08-Nov-24	14-Nov-24
A2650	Award Steel Contract	5	08-Nov-24	14-Nov-24
A2660	Award Detention Contract	5	08-Nov-24	14-Nov-24
A2670	Award Casework Contract	10	08-Nov-24	21-Nov-24
A2690	Award Plumbing Contract	10	08-Nov-24	21-Nov-24
A2700	Award Fire Protection Contract	10	08-Nov-24	21-Nov-24
A2710	Award Electrical Contract	5	08-Nov-24	14-Nov-24
A2720	Award Mechanical Contract	5	08-Nov-24	14-Nov-24
A2740	Award Drywall/ Plastering Contract	10	08-Nov-24	21-Nov-24
A2750	Award Roofing Contract	10	08-Nov-24	21-Nov-24
A2760	Award Paint Contract	10	08-Nov-24	21-Nov-24
A2770	Award Flooring Contract	10	08-Nov-24	21-Nov-24
A2780	Award Precast Panel Contract	5	08-Nov-24	14-Nov-24
A3040	Prepare Site Submittals	10	15-Nov-24	02-Dec-24
A3050	Prepare Concrete Submittals	5	15-Nov-24	21-Nov-24
A3060	Prepare Hollow Core Submittals	15	15-Nov-24	09-Dec-24
A3070	Prepare Double Tee Submittals	20	15-Nov-24	16-Dec-24
A3080	Prepare Steel Submittals	15	15-Nov-24	09-Dec-24
A3090	Prepare Detention Submittals	25	15-Nov-24	23-Dec-24
A3130	Prepare Electrical Submittals	10	15-Nov-24	02-Dec-24



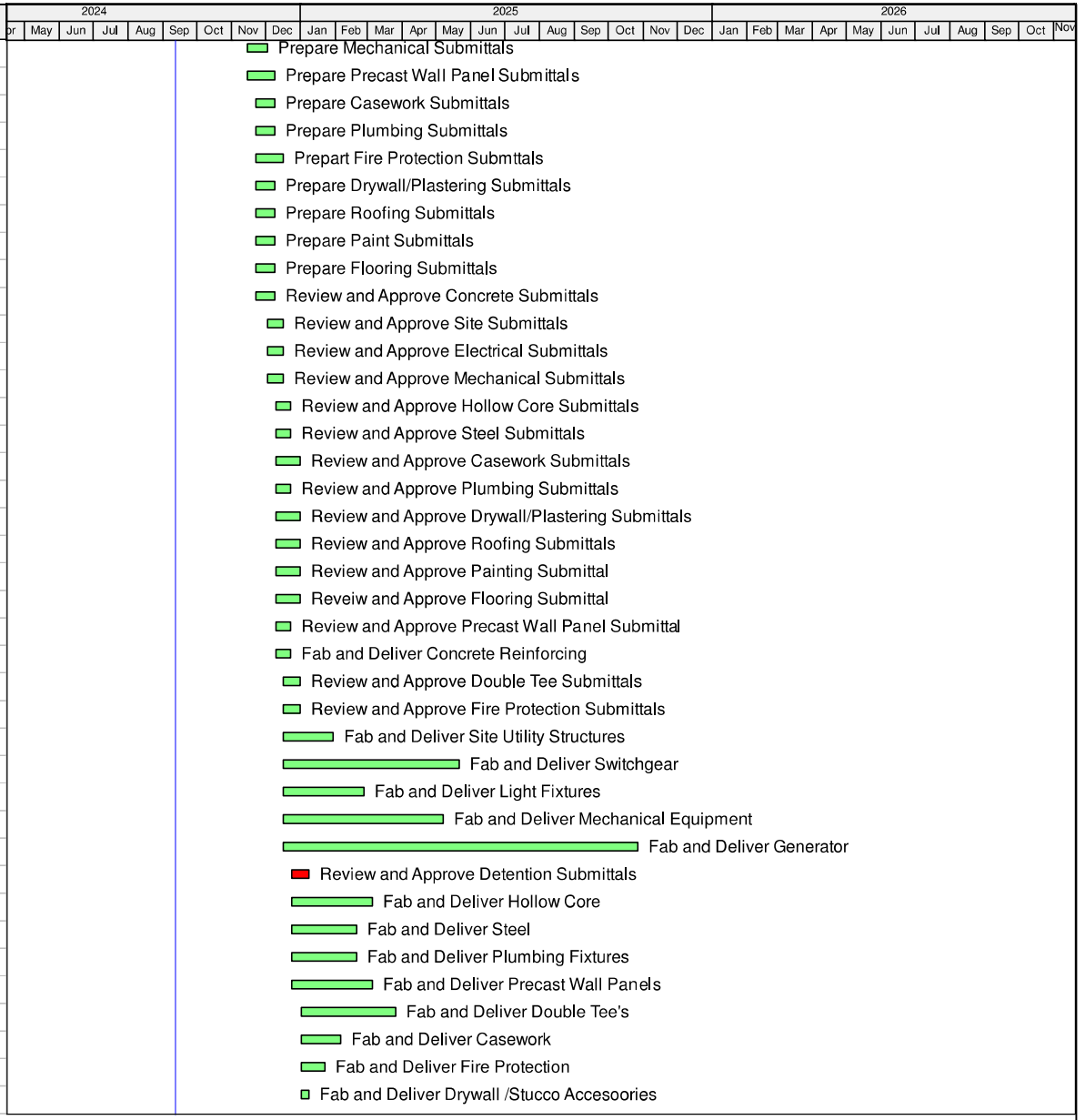
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Highlands Jail Expansion

Start Date: 24-Apr-24
Finish Date: 06-Jan-26
Current Date: 18-Sep-24
Data Date: 12-Sep-24

Page 1 of 6
TASK filter: All Activities

Activity ID	Activity Name	Original Duration	Start	Finish
A3140	Prepare Mechanical Submittals	10	15-Nov-24	02-Dec-24
A3190	Prepare Precast Wall Panel Submittals	15	15-Nov-24	09-Dec-24
A3100	Prepare Casework Submittals	10	22-Nov-24	09-Dec-24
A3110	Prepare Plumbing Submittals	10	22-Nov-24	09-Dec-24
A3120	Prepart Fire Protection Submttals	15	22-Nov-24	16-Dec-24
A3150	Prepare Drywall/Plastering Submittals	10	22-Nov-24	09-Dec-24
A3160	Prepare Roofing Submittals	10	22-Nov-24	09-Dec-24
A3170	Prepare Paint Submittals	10	22-Nov-24	09-Dec-24
A3180	Prepare Flooring Submittals	10	22-Nov-24	09-Dec-24
A3210	Review and Approve Concrete Submittals	10	22-Nov-24	09-Dec-24
A3200	Review and Approve Site Submittals	10	03-Dec-24	16-Dec-24
A3290	Review and Approve Electrical Submittals	10	03-Dec-24	16-Dec-24
A3300	Review and Approve Mechanical Submittals	10	03-Dec-24	16-Dec-24
A3220	Review and Approve Hollow Core Submittals	10	10-Dec-24	23-Dec-24
A3240	Review and Approve Steel Submittals	10	10-Dec-24	23-Dec-24
A3260	Review and Approve Casework Submittals	15	10-Dec-24	31-Dec-24
A3270	Review and Approve Plumbing Submittals	10	10-Dec-24	23-Dec-24
A3310	Review and Approve Drywall/Plastering Submittals	15	10-Dec-24	31-Dec-24
A3320	Review and Approve Roofing Submittals	15	10-Dec-24	31-Dec-24
A3330	Review and Approve Painting Submittal	15	10-Dec-24	31-Dec-24
A3340	Reveiw and Approve Flooring Submittal	15	10-Dec-24	31-Dec-24
A3350	Review and Approve Precast Wall Panel Submittal	10	10-Dec-24	23-Dec-24
A3370	Fab and Deliver Concrete Reinforcing	10	10-Dec-24	23-Dec-24
A3230	Review and Approve Double Tee Submittals	10	17-Dec-24	31-Dec-24
A3280	Review and Approve Fire Protection Submittals	10	17-Dec-24	31-Dec-24
A3360	Fab and Deliver Site Utility Structures	30	17-Dec-24	29-Jan-25
A3480	Fab and Deliver Switchgear	110	17-Dec-24	21-May-25
A3490	Fab and Deliver Light Fixtures	50	17-Dec-24	26-Feb-25
A3500	Fab and Deliver Mechanical Equipment	100	17-Dec-24	07-May-25
A3600	Fab and Deliver Generator	220	17-Dec-24	27-Oct-25
A3250	Review and Approve Detention Submittals	10	24-Dec-24	08-Jan-25
A3380	Fab and Deliver Hollow Core	50	24-Dec-24	05-Mar-25
A3400	Fab and Deliver Steel	40	24-Dec-24	19-Feb-25
A3460	Fab and Deliver Plumbing Fixtures	40	24-Dec-24	19-Feb-25
A3550	Fab and Deliver Precast Wall Panels	50	24-Dec-24	05-Mar-25
A3390	Fab and Deliver Double Tee's	60	02-Jan-25	26-Mar-25
A3450	Fab and Deliver Casework	25	02-Jan-25	05-Feb-25
A3470	Fab and Deliver Fire Protection	15	02-Jan-25	22-Jan-25
A3510	Fab and Deliver Drywall /Stucco Accesoories	5	02-Jan-25	08-Jan-25



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

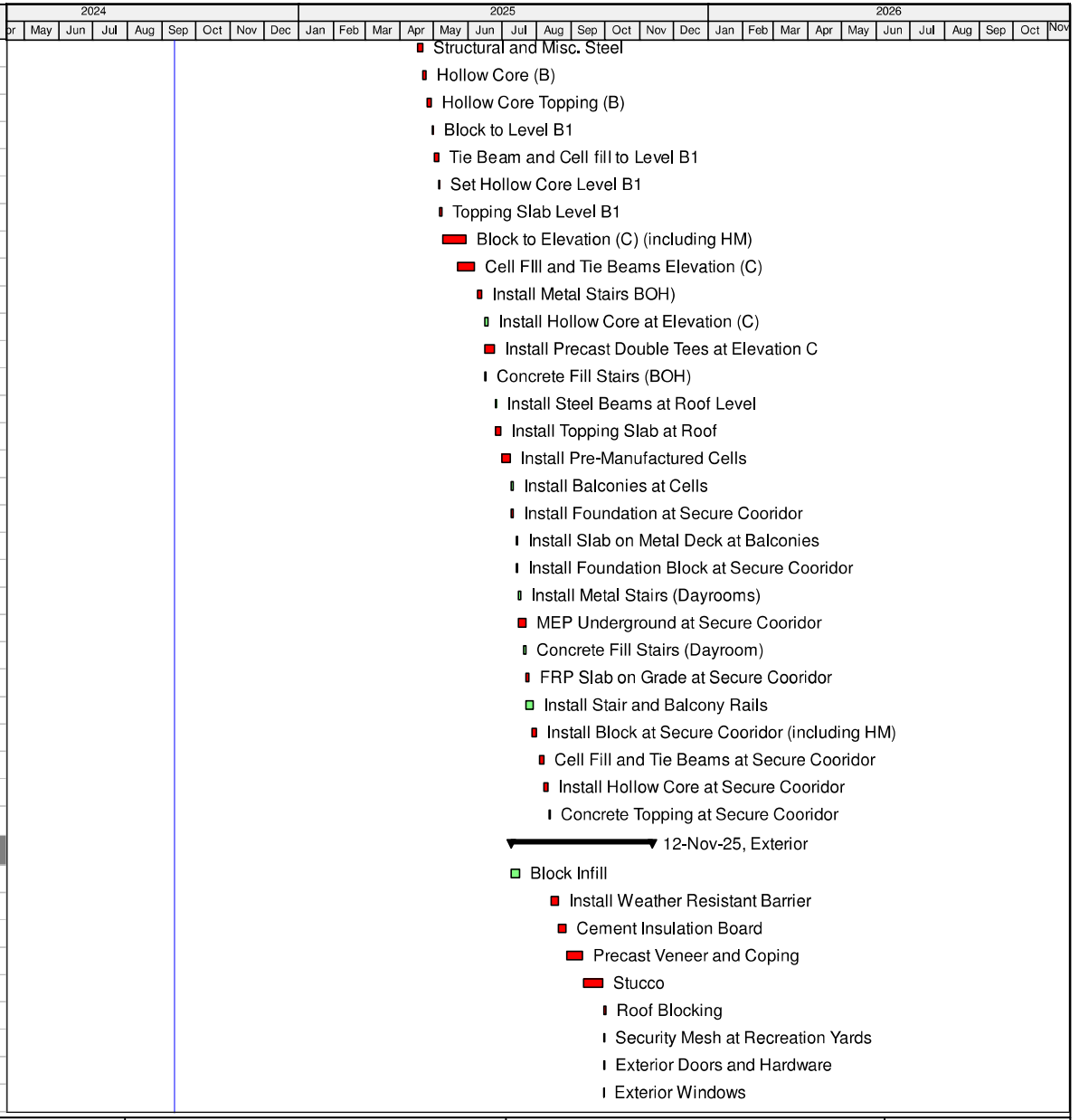
Highlands Jail Expansion

Start Date: 24-Apr-24
Finish Date: 06-Jan-26
Current Date: 18-Sep-24
Data Date: 12-Sep-24

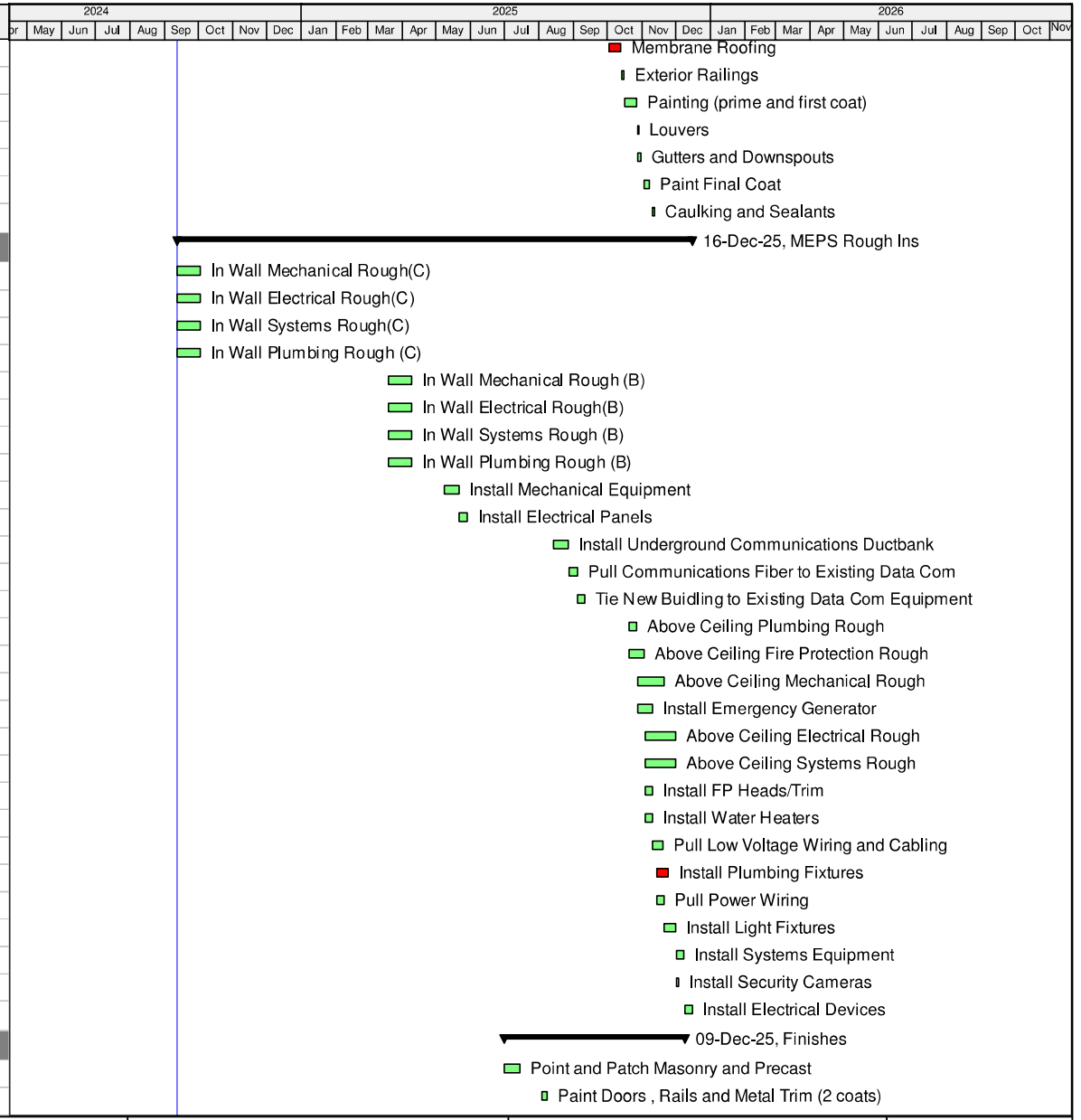
Page 2 of 6
TASK filter: All Activities

Activity ID	Activity Name	Original Duration	Start	Finish
A3520	Fab and Deliver Roofing	10	02-Jan-25	15-Jan-25
A3530	Fab and Deliver Paint	5	02-Jan-25	08-Jan-25
A3540	Fab and Deliver Flooring	25	02-Jan-25	05-Feb-25
A3410	Fab and Deliver Detention Cells	100	09-Jan-25	29-May-25
A3420	Fab and Deliver Hollow Metal, (Doors and Hardwa	50	09-Jan-25	19-Mar-25
A3430	Fab and Deliver Security Electronics	55	09-Jan-25	26-Mar-25
A3440	Fab and Deliver Detention Furnishings	50	09-Jan-25	19-Mar-25
Construction Phase		333	12-Sep-24	06-Jan-26
Site		244	09-Dec-24	20-Nov-25
A1000	Mobilization	5	09-Dec-24	13-Dec-24
A1020	Layout	3	16-Dec-24	18-Dec-24
A1030	SIlt Barriers	2	19-Dec-24	20-Dec-24
A1010	Building Demolition	10	23-Dec-24	07-Jan-25
A1040	Clear and Grub/Site Demolition	10	08-Jan-25	21-Jan-25
A1060	Ponds	5	22-Jan-25	28-Jan-25
A1170	Temporary Parking/Laydown	3	22-Jan-25	24-Jan-25
A1180	Craneway	3	27-Jan-25	29-Jan-25
A1050	Prep Building Pad	5	29-Jan-25	04-Feb-25
A2300	Balance of Earthwork	5	29-Jan-25	04-Feb-25
A1070	Utilities	15	05-Feb-25	25-Feb-25
A1080	Road Parking Base	10	26-Feb-25	11-Mar-25
A1110	Sod Ponds	3	26-Feb-25	28-Feb-25
A1120	Grinder Station	10	26-Feb-25	11-Mar-25
A1090	Curbs	3	12-Mar-25	14-Mar-25
A1100	Paving	5	17-Mar-25	21-Mar-25
A1140	Sidewalks	5	24-Mar-25	28-Mar-25
A1130	Site Signage/Wheel Stops	2	31-Mar-25	01-Apr-25
A1150	Irrigation	3	10-Nov-25	12-Nov-25
A1160	Landscaping	3	13-Nov-25	17-Nov-25
A1190	Fencing	3	18-Nov-25	20-Nov-25
Structure		134	05-Feb-25	13-Aug-25
A1200	Building Layout	2	05-Feb-25	06-Feb-25
A1210	Foundations	10	07-Feb-25	20-Feb-25
A1220	Foundation Block (A)	7	21-Feb-25	03-Mar-25
A1230	MEPS Underground Rough In	10	04-Mar-25	17-Mar-25
A1240	FRP Slab on Grade	5	04-Mar-25	10-Mar-25
A1250	Block to Elevation (B) (including HM)	15	20-Mar-25	09-Apr-25
A1260	Cell Fill /Tie Beams(B)	10	03-Apr-25	16-Apr-25

Activity ID	Activity Name	Original Duration	Start	Finish
A1270	Structural and Misc. Steel	3	17-Apr-25	21-Apr-25
A1300	Hollow Core (B)	3	22-Apr-25	24-Apr-25
A1310	Hollow Core Topping (B)	3	25-Apr-25	29-Apr-25
A3560	Block to Level B1	2	30-Apr-25	01-May-25
A3570	Tie Beam and Cell fill to Level B1	2	02-May-25	05-May-25
A3580	Set Hollow Core Level B1	1	06-May-25	06-May-25
A3590	Topping Slab Level B1	2	07-May-25	08-May-25
A1280	Block to Elevation (C) (including HM)	15	09-May-25	30-May-25
A1290	Cell FIll and Tie Beams Elevation (C)	10	23-May-25	06-Jun-25
A1460	Install Metal Stairs BOH)	5	09-Jun-25	13-Jun-25
A1360	Install Hollow Core at Elevation (C)	3	16-Jun-25	18-Jun-25
A1370	Install Precast Double Tees at Elevation C	7	16-Jun-25	24-Jun-25
A1480	Concrete Fill Stairs (BOH)	2	16-Jun-25	17-Jun-25
A1350	Install Steel Beams at Roof Level	2	25-Jun-25	26-Jun-25
A1380	Install Topping Slab at Roof	4	25-Jun-25	30-Jun-25
A1320	Install Pre-Manufactured Cells	5	01-Jul-25	08-Jul-25
A1330	Install Balconies at Cells	3	09-Jul-25	11-Jul-25
A1390	Install Foundation at Secure Cooridor	3	09-Jul-25	11-Jul-25
A1340	Install Slab on Metal Deck at Balconies	2	14-Jul-25	15-Jul-25
A1400	Install Foundation Block at Secure Cooridor	2	14-Jul-25	15-Jul-25
A1470	Install Metal Stairs (Dayrooms)	3	16-Jul-25	18-Jul-25
A2310	MEP Underground at Secure Cooridor	5	16-Jul-25	22-Jul-25
A1490	Concrete Fill Stairs (Dayroom)	2	21-Jul-25	22-Jul-25
A1410	FRP Slab on Grade at Secure Cooridor	3	23-Jul-25	25-Jul-25
A1500	Install Stair and Balcony Rails	5	23-Jul-25	29-Jul-25
A1420	Install Block at Secure Cooridor (including HM)	5	28-Jul-25	01-Aug-25
A1430	Cell Fill and Tie Beams at Secure Cooridor	4	04-Aug-25	07-Aug-25
A1440	Install Hollow Core at Secure Cooridor	2	08-Aug-25	11-Aug-25
A1450	Concrete Topping at Secure Cooridor	2	12-Aug-25	13-Aug-25
Exterior		90	09-Jul-25	12-Nov-25
A1510	Block Infill	7	09-Jul-25	17-Jul-25
A1520	Install Weather Resistant Barrier	5	14-Aug-25	20-Aug-25
A1530	Cement Insulation Board	5	21-Aug-25	27-Aug-25
A1540	Precast Veneer and Coping	10	28-Aug-25	11-Sep-25
A1550	Stucco	12	12-Sep-25	29-Sep-25
A1560	Roof Blocking	3	30-Sep-25	02-Oct-25
A1610	Security Mesh at Recreation Yards	2	30-Sep-25	01-Oct-25
A1620	Exterior Doors and Hardware	2	30-Sep-25	01-Oct-25
A1630	Exterior Windows	1	30-Sep-25	30-Sep-25



Activity ID	Activity Name	Original Duration	Start	Finish
A1570	Membrane Roofing	7	03-Oct-25	13-Oct-25
A1580	Exterior Railings	3	14-Oct-25	16-Oct-25
A1650	Painting (prime and first coat)	7	17-Oct-25	27-Oct-25
A1590	Louvers	2	28-Oct-25	29-Oct-25
A1600	Gutters and Downspouts	4	28-Oct-25	31-Oct-25
A2290	Paint Final Coat	5	03-Nov-25	07-Nov-25
A1640	Caulking and Sealants	3	10-Nov-25	12-Nov-25
MEPS Rough Ins		320	12-Sep-24	16-Dec-25
A1740	In Wall Mechanical Rough(C)	15	12-Sep-24	02-Oct-24
A1750	In Wall Electrical Rough(C)	15	12-Sep-24	02-Oct-24
A1760	In Wall Systems Rough(C)	15	12-Sep-24	02-Oct-24
A1770	In Wall Plumbing Rough (C)	15	12-Sep-24	02-Oct-24
A1700	In Wall Mechanical Rough (B)	15	20-Mar-25	09-Apr-25
A1710	In Wall Electrical Rough(B)	15	20-Mar-25	09-Apr-25
A1720	In Wall Systems Rough (B)	15	20-Mar-25	09-Apr-25
A1730	In Wall Plumbing Rough (B)	15	20-Mar-25	09-Apr-25
A1830	Install Mechanical Equipment	10	08-May-25	21-May-25
A1840	Install Electrical Panels	5	22-May-25	29-May-25
A2320	Install Underground Communications Ductbank	10	14-Aug-25	27-Aug-25
A2330	Pull Communications Fiber to Existing Data Com	5	28-Aug-25	04-Sep-25
A2340	Tie New Buidling to Existing Data Com Equipment	5	05-Sep-25	11-Sep-25
A1810	Above Ceiling Plumbing Rough	5	21-Oct-25	27-Oct-25
A1820	Above Ceiling Fire Protection Rough	10	21-Oct-25	03-Nov-25
A1780	Above Ceiling Mechanical Rough	18	28-Oct-25	20-Nov-25
A1850	Install Emergency Generator	10	28-Oct-25	10-Nov-25
A1790	Above Ceiling Electrical Rough	18	04-Nov-25	01-Dec-25
A1800	Above Ceiling Systems Rough	18	04-Nov-25	01-Dec-25
A1870	Install FP Heads/Trim	5	04-Nov-25	10-Nov-25
A1880	Install Water Heaters	5	04-Nov-25	10-Nov-25
A1940	Pull Low Voltage Wiring and Cabling	8	10-Nov-25	19-Nov-25
A1890	Install Plumbing Fixtures	7	14-Nov-25	24-Nov-25
A1930	Pull Power Wiring	5	14-Nov-25	20-Nov-25
A1900	Install Light Fixtures	5	21-Nov-25	01-Dec-25
A1860	Install Systems Equipment	5	02-Dec-25	08-Dec-25
A2360	Install Security Cameras	3	02-Dec-25	04-Dec-25
A1910	Install Electrical Devices	5	10-Dec-25	16-Dec-25
Finishes		112	01-Jul-25	09-Dec-25
A1950	Point and Patch Masonry and Precast	10	01-Jul-25	15-Jul-25
A1960	Paint Doors , Rails and Metal Trim (2 coats)	5	04-Aug-25	08-Aug-25



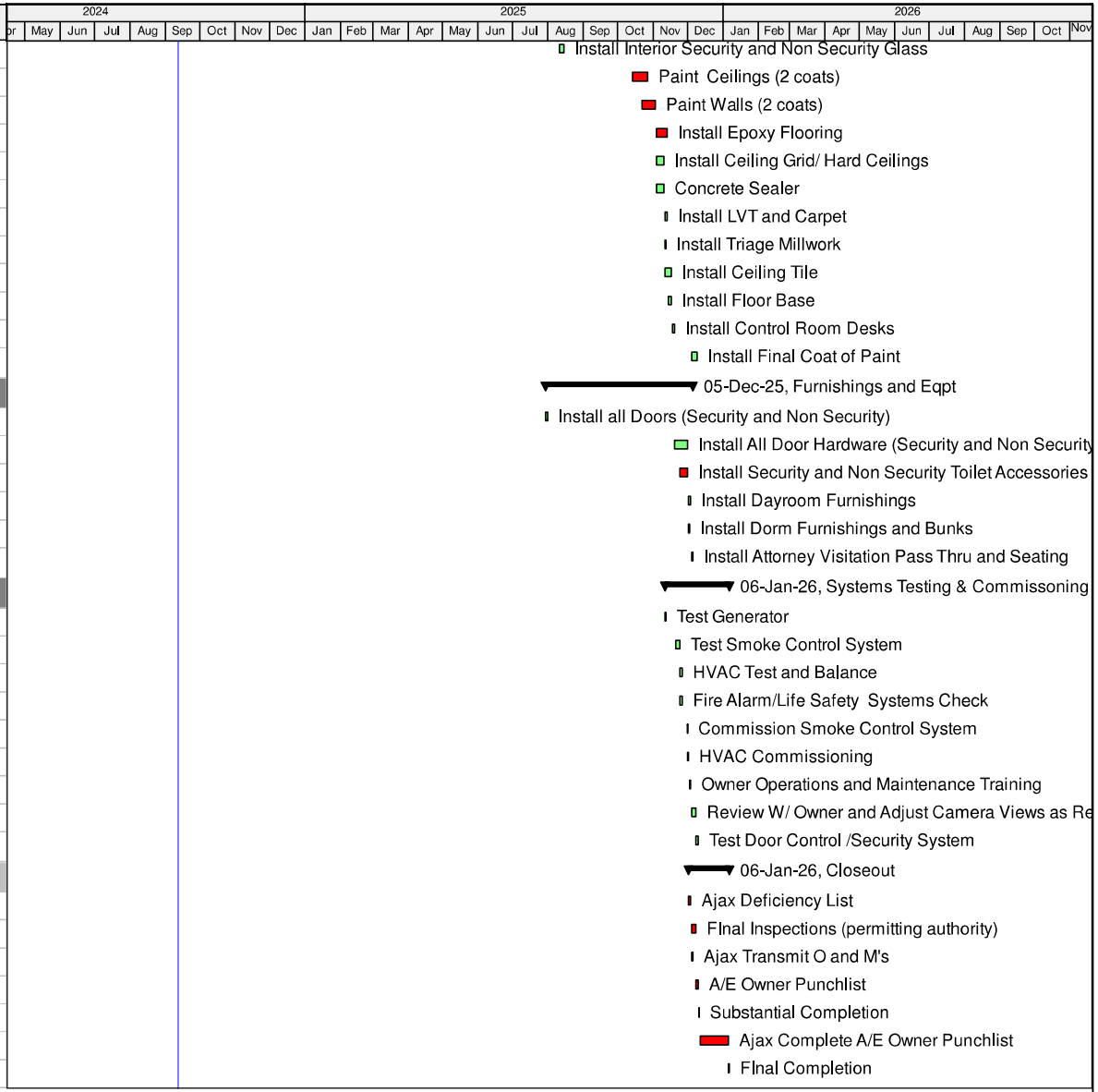
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Highlands Jail Expansion

Start Date: 24-Apr-24
Finish Date: 06-Jan-26
Current Date: 18-Sep-24
Data Date: 12-Sep-24

Page 5 of 6
TASK filter: All Activities

Activity ID	Activity Name	Original Duration	Start	Finish
A2060	Install Interior Security and Non Security Glass	5	11-Aug-25	15-Aug-25
A1970	Paint Ceilings (2 coats)	10	14-Oct-25	27-Oct-25
A1980	Paint Walls (2 coats)	8	23-Oct-25	03-Nov-25
A1990	Install Epoxy Flooring	8	04-Nov-25	13-Nov-25
A2010	Install Ceiling Grid/ Hard Ceilings	5	04-Nov-25	10-Nov-25
A2020	Concrete Sealer	5	04-Nov-25	10-Nov-25
A2030	Install LVT and Carpet	3	11-Nov-25	13-Nov-25
A2050	Install Triage Millwork	2	11-Nov-25	12-Nov-25
A2370	Install Ceiling Tile	5	11-Nov-25	17-Nov-25
A2130	Install Floor Base	2	14-Nov-25	17-Nov-25
A2040	Install Control Room Desks	2	18-Nov-25	19-Nov-25
A2000	Install Final Coat of Paint	3	05-Dec-25	09-Dec-25
Furnishings and Eqpt		90	30-Jul-25	05-Dec-25
A2070	Install all Doors (Security and Non Security)	3	30-Jul-25	01-Aug-25
A2080	Install All Door Hardware (Security and Non Securi	6	20-Nov-25	01-Dec-25
A2120	Install Security and Non Security Toilet Accessories	3	25-Nov-25	01-Dec-25
A2090	Install Dayroom Furnishings	3	02-Dec-25	04-Dec-25
A2100	Install Dorm Furnishings and Bunks	2	02-Dec-25	03-Dec-25
A2110	Install Attorney Visitation Pass Thru and Seating	1	05-Dec-25	05-Dec-25
Systems Testing & Commissoning		37	11-Nov-25	06-Jan-26
A2190	Test Generator	2	11-Nov-25	12-Nov-25
A2140	Test Smoke Control System	2	21-Nov-25	24-Nov-25
A2160	HVAC Test and Balance	2	25-Nov-25	26-Nov-25
A2180	Fire Alarm/Life Safety Systems Check	2	25-Nov-25	26-Nov-25
A2150	Commission Smoke Control System	1	01-Dec-25	01-Dec-25
A2170	HVAC Commissioning	2	01-Dec-25	02-Dec-25
A2210	Owner Operations and Maintenance Training	2	03-Dec-25	04-Dec-25
A2220	Review W/ Owner and Adjust Camera Views as Re	2	05-Dec-25	08-Dec-25
A2200	Test Door Control /Security System	2	09-Dec-25	10-Dec-25
Closeout		24	02-Dec-25	06-Jan-26
A2230	Ajax Deficiency List	3	02-Dec-25	04-Dec-25
A2240	FInal Inspections (permitting authority)	2	05-Dec-25	08-Dec-25
A2280	Ajax Transmit O and M's	1	05-Dec-25	05-Dec-25
A2250	A/E Owner Punchlist	2	09-Dec-25	10-Dec-25
A2260	Substantial Completion	1	11-Dec-25	11-Dec-25
A2270	Ajax Complete A/E Owner Punchlist	15	12-Dec-25	05-Jan-26
A2390	FInal Completion	1	06-Jan-26	06-Jan-26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Highlands Jail Expansion

Start Date: 24-Apr-24
Finish Date: 06-Jan-26
Current Date: 18-Sep-24
Data Date: 12-Sep-24

Page 6 of 6
TASK filter: All Activities

EXHIBIT "I"

Total Major Item Code 01300.000 GENERAL CONDITIONS	$785,739
Total Major Item Code 01300.300 GENERAL REQUIREMENTS	$304,451
Total Major Item Code 02000.000 MISCELLANEOUS ITEMS	$71,840
Total Major Item Code 02100.000 REMEDIATION & DEMOLITION	$25,000
Total Major Item Code 03000.000 CONCRETE WORK	$1,051,532
Total Major Item Code 03400.000 PRECAST CONCRETE	$627,596
Total Major Item Code 04000.000 MASONRY WORK	$1,193,800
Total Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK	$195,115
Total Major Item Code 06400.000 ARCHITECTURAL WOODWORK	$30,690
Total Major Item Code 07300.000 SHINGLES, TILES, & ROOF COVERINGS	$311,294
Total Major Item Code 07900.000 JOINT SEALERS	$37,418
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS	$976,443
Total Major Item Code 09500.000 CEILINGS	$111,189
Total Major Item Code 09600.000 FINISHED FLOORING	$15,183
Total Major Item Code 09900.000 PAINTS & COATINGS	$217,080
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES	$32,495
Total Major Item Code 11000.000 BUILDING EQUIPMENT	$2,637,342
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS	$235,432
Total Major Item Code 22000.000 PLUMBING WORK	$1,249,978
Total Major Item Code 23000.000 HVAC WORK	$1,310,000

Total Major Item Code 26000.000 ELECTRICAL WORK	$1,620,850
Total Major Item Code 31000.000 SITEWORK	$414,750
Total Major Item Code 32000.000 SITE IMPROVEMENTS	-$38,220
Total Major Item Code 36000.000 BONDS & INSURANCE	$338,502
Total Major Item Code 45000.000 OWNER'S TAX SAVINGS	-$193,421
Total Major Item Code 80000.000 CONTINGENCY	$596,479
Total Major Item Code 90000.000 OVERHEAD & FEES	$803,567
Total	$14,962,124

DETAIL REPORT ON FOLLOWING PAGES

Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			
Operations Manager (6 HRs / Week)	56.00 WEEK	947.52	53,061
Full Time Project Manager	58.00 WEEK	4,719.85	273,751
Asst. Project Manager (50%)	58.00 WEEK	1,493.87	86,644
General Superintendent (4 hrs / Week)	56.00 WEEK	647.16	36,241
Full Time Project Superintendent	58.00 WEEK	4,272.12	247,783
Superintendent Pick-up Truck	13.50 MO	802.50	10,834
Fuel for Superintendent Pick-up Truck	13.50 MO	642.00	8,667
Project Accountant (4 hrs / Week)	56.00 WEEK	266.58	14,928
Home Office Secretary (50%)	56.00 WEEK	961.23	53,829
Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			**$785,739**
Total Major Item Code 01300.000 GENERAL CONDITIONS			**$785,739**
Major Item Code 01300.300 GENERAL REQUIREMENTS			
Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			
Living Expenses (PM & Super)	27.00 MO	5,350.00	144,450
Travel Expenses	12.00 MO	535.00	6,420
Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			**$150,870**
Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			
Video Taping	1.00 EACH	250.00	250
Aerial Photographs	13.50 MO	125.00	1,688
Construction Schedule	13.50 MO	75.00	1,013
Total Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			**$2,950**
Minor Item Code 01410.000 REGULATORY REQUIREMENTS			
Environmental Permits	1.00 NIC		
Water System Service Charges	1.00 NIC		
Water Systems Tap Charges	1.00 NIC		
Sewer System Service Charges	1.00 NIC		
Sewer System Tap Charges	1.00 NIC		
Transportation Impact Fees	1.00 NIC		
Impact/Connection Fees	1.00 NIC		
Meter/Tap Fees	1.00 NIC		

Total Minor Item Code 01410.000 REGULATORY REQUIREMENTS			
Minor Item Code 01420.000 SAFETY			
First Aid Supplies	1.00 LS	802.50	803
Safety Supplies	13.50 MO	80.25	1,083
Safety Jobsite Signs	20.00 EACH	68.31	1,366
Safety Director - Inspector (4 hours / Week)	56.00 WEEK	227.85	12,760
Water, Ice, & Cups	13.50 MO	37.45	506
Temporary Fire Protection (1 Each/6,000 Sqft)	8.00 EACH	96.78	774
Total Minor Item Code 01420.000 SAFETY			**$17,292**
Minor Item Code 01430.000 QUALITY ASSURANCE			
Threshold Inspector	1.00 NIC		
Custodial Overtime Allowance	1.00 NIC		
Total Minor Item Code 01430.000 QUALITY ASSURANCE			
Minor Item Code 01500.000 TEMPORARY FACILITIES			
Project Office Trailer	13.50 MO	1,628.54	21,985
Office Trailer Set-up & Removal	1.00 EACH	9,685.64	9,686
Project Tool House	13.50 MO	240.75	3,250
General Purpose Laborer (2 days/week)	56.00 WEEK	402.83	22,559
General Purpose Carpenter	8.00 WEEK	1,355.12	10,841
Project Office Supplies	13.50 MO	267.50	3,611
Jobsite Postage	13.50 MO	160.50	2,167
Jobsite Office Equipment	13.50 MO	623.33	8,415
Jobsite Office Furniture	13.50 MO	150.00	2,025
Total Minor Item Code 01500.000 TEMPORARY FACILITIES			**$84,539**
Minor Item Code 01510.000 TEMPORARY UTILITIES			
Temporary Wiring	1.00 LS	1,500.00	1,500
Chemical Toilets	13.50 MO	401.25	5,417
Electric Usage Charge	1.00 NIC		
Water Usage Charge	1.00 NIC		
Early Cut-On Permanent Power	1.00 NIC		
Total Minor Item Code 01510.000 TEMPORARY UTILITIES			**$6,917**
Minor Item Code 01530.000 PROJECT COMMUNICATIONS			
Internet Service Charges	13.50 MO	374.50	5,056
Jobsite Communications	13.50 MO	321.00	4,334
Total Minor Item Code 01530.000 PROJECT COMMUNICATIONS			**$9,389**
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Small Tools & Equipment	13.50 MO	250.00	3,375
Total Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			**$3,375**
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Purchase Drawings/Reproduction Cost	1.00 LS	3,745.00	3,745
Total Minor Item Code 01720.000 CONSTRUCTION PREPARATION			**$3,745**
Minor Item Code 01740.000 PROJECT CLEANING			

Dump Charges	500.00 CUYD	26.75	13,375
Total Minor Item Code 01740.000 PROJECT CLEANING			**$13,375**
Minor Item Code 01770.000 CLOSEOUT PROCEDURES			
As-Built Drawings (By Architect)	1.00 NIC		
Total Minor Item Code 01770.000 CLOSEOUT PROCEDURES			
Minor Item Code 01820.000 DEMONSTRATION & TRAINING			
Background Checks and Badging Allowance	1.00 ALLW	12,000.00	12,000
Total Minor Item Code 01820.000 DEMONSTRATION & TRAINING			**$12,000**
Total Major Item Code 01300.300 GENERAL REQUIREMENTS			**$304,451**
Major Item Code 02000.000 MISCELLANEOUS ITEMS			
Minor Item Code 02000.000 MISCELLANEOUS ITEMS			
Building Permit Allowance	1.00 ALLW	38,400.00	38,400
Material Testing Allowance	1.00 ALLW	16,134.00	16,134
Survey Allowance	1.00 ALLW	8,000.00	8,000
Final Cleaning	20,680.00 SQFT	0.45	9,306
Total Minor Item Code 02000.000 MISCELLANEOUS ITEMS			**$71,840**
Total Major Item Code 02000.000 MISCELLANEOUS ITEMS			**$71,840**
Major Item Code 02100.000 REMEDIATION & DEMOLITION			
Minor Item Code 02100.000 DEMOLITION WORK			
Demolition Allowance	1.00 ALLW	25,000.00	25,000
Total Minor Item Code 02100.000 DEMOLITION WORK			**$25,000**
Minor Item Code 02110.000 HAZARDOUS MATERIAL HANDLING & REMOVAL			
Hazardous Material Abatement (Excluded)	1.00 NIC		
Total Minor Item Code 02110.000 HAZARDOUS MATERIAL HANDLING & REMOVAL			
Total Major Item Code 02100.000 REMEDIATION & DEMOLITION			**$25,000**
Major Item Code 03000.000 CONCRETE WORK			
Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE			
BP 03.01 Concrete	1.00 LS	1,051,532.00	1,051,532
Total Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE			**$1,051,532**
Total Major Item Code 03000.000 CONCRETE WORK			**$1,051,532**
Major Item Code 03400.000 PRECAST CONCRETE			
Minor Item Code 03410.000 PLANT PRECAST STRUCTURAL CONCRETE			
Hollow Core and Double Tees	1.00 LS	627,596.00	627,596
Total Minor Item Code 03410.000 PLANT PRECAST STRUCTURAL CONCRETE			**$627,596**

Minor Item Code 03450.000 PLANT PRECAST ARCHITECTURAL CONCRETE			
Precast Wall Panels	1.00 LS	392,705.00	392,705
Accepted VE 01 - Delete Precast for Stucco (Precast)	1.00 LS	-392,705.00	-392,705
Total Minor Item Code 03450.000 PLANT PRECAST ARCHITECTURAL CONCRETE			
Total Major Item Code 03400.000 PRECAST CONCRETE			**$627,596**
Major Item Code 04000.000 MASONRY WORK			
Minor Item Code 04200.000 MASONRY UNITS			
BP 04.01 Masonry	1.00 LS	1,193,800.00	1,193,800
Total Minor Item Code 04200.000 MASONRY UNITS			**$1,193,800**
Total Major Item Code 04000.000 MASONRY WORK			**$1,193,800**
Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			
Minor Item Code 05120.000 STRUCTURAL STEEL			
BP 05.01 Structural Steel	1.00 LS	195,115.00	195,115
Total Minor Item Code 05120.000 STRUCTURAL STEEL			**$195,115**
Total Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			**$195,115**
Major Item Code 06400.000 ARCHITECTURAL WOODWORK			
Minor Item Code 06400.000 ARCHITECTURAL WOODWORK			
BP 06.02 Millwork	1.00 LS	30,690.00	30,690
Total Minor Item Code 06400.000 ARCHITECTURAL WOODWORK			**$30,690**
Total Major Item Code 06400.000 ARCHITECTURAL WOODWORK			**$30,690**
Major Item Code 07300.000 SHINGLES, TILES, & ROOF COVERINGS			
Minor Item Code 07330.000 ROOF COVERINGS			
Accepted Alternate (JM 60mil) TPO fully adhered	1.00 LS	-238,326.00	-238,326
BP 07.01 Membrane Roofing	1.00 LS	549,620.00	549,620
Total Minor Item Code 07330.000 ROOF COVERINGS			**$311,294**
Total Major Item Code 07300.000 SHINGLES, TILES, & ROOF COVERINGS			**$311,294**
Major Item Code 07900.000 JOINT SEALERS			
Minor Item Code 07900.000 JOINT SEALERS			
Caulking & Sealants	1.00 LS	37,418.00	37,418
Total Minor Item Code 07900.000 JOINT SEALERS			**$37,418**
Total Major Item Code 07900.000 JOINT SEALERS			**$37,418**
Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			
Minor Item Code 09250.000 GYPSUM BOARD			
Accepted VE 01 - Delete Precast for Stucco (Stucco)	1.00 LS	97,750.00	97,750

BP 09.01 Gypsum & Stucco	1.00 LS	873,193.00	873,193
Access Panel Allowance	1.00 ALLW	5,500.00	5,500
Total Minor Item Code 09250.000 GYPSUM BOARD			**$976,443**
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			**$976,443**
Major Item Code 09500.000 CEILINGS			
Minor Item Code 09500.000 CEILINGS			
BP 09.05 Acoustical Ceiling /Tectum	1.00 LS	111,189.00	111,189
Total Minor Item Code 09500.000 CEILINGS			**$111,189**
Total Major Item Code 09500.000 CEILINGS			**$111,189**
Major Item Code 09600.000 FINISHED FLOORING			
Minor Item Code 09600.000 FLOORS			
BP 09.06 Carpet/Resilient	1.00 LS	10,169.00	10,169
Total Minor Item Code 09600.000 FLOORS			**$10,169**
Minor Item Code 09670.000 FLUID APPLIED FLOORING			
Resinous Flooring	1.00 LS	5,014.00	5,014
Total Minor Item Code 09670.000 FLUID APPLIED FLOORING			**$5,014**
Total Major Item Code 09600.000 FINISHED FLOORING			**$15,183**
Major Item Code 09900.000 PAINTS & COATINGS			
Minor Item Code 09900.000 PAINTS & COATINGS			
BP 09.09 Paints & Coatings	1.00 LS	217,080.00	217,080
Total Minor Item Code 09900.000 PAINTS & COATINGS			**$217,080**
Total Major Item Code 09900.000 PAINTS & COATINGS			**$217,080**
Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			
Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			
BP 10.01 Miscellaneous Specialties	1.00 LS	17,495.00	17,495
Total Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			**$17,495**
Minor Item Code 10430.000 EXTERIOR SIGNAGE			
Signage Allowance	1.00 ALLW	15,000.00	15,000
Total Minor Item Code 10430.000 EXTERIOR SIGNAGE			**$15,000**
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			**$32,495**
Major Item Code 11000.000 BUILDING EQUIPMENT			
Minor Item Code 11190.000 PRISON & JAIL EQUIPMENT			
Accepted VE 06 Remove stand alone video visitation system from the scope	1.00 LS	-47,200.00	-47,200
Detention Equipment	1.00 LS	2,684,542.00	2,684,542
Total Minor Item Code 11190.000 PRISON & JAIL EQUIPMENT			**$2,637,342**
Total Major Item Code 11000.000 BUILDING EQUIPMENT			**$2,637,342**

Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			
Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			
BP 21.01 Fire Suppression	1.00 LS	235,432.00	235,432
Total Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			**$235,432**
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			**$235,432**
Major Item Code 22000.000 PLUMBING WORK			
Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			
BP 22.01 Plumbing	1.00 LS	1,249,978.00	1,249,978
Total Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			**$1,249,978**
Total Major Item Code 22000.000 PLUMBING WORK			**$1,249,978**
Major Item Code 23000.000 HVAC WORK			
Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			
BP 23.01 HVAC	1.00 LS	1,310,000.00	1,310,000
Commissioning (By Architect)	1.00 NIC		
A/E Commissioning Oversight (By Architect)	1.00 NIC		
Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			**$1,310,000**
Total Major Item Code 23000.000 HVAC WORK			**$1,310,000**
Major Item Code 26000.000 ELECTRICAL WORK			
Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			
BP 26.01 Electrical & Low Voltage	1.00 LS	1,620,850.00	1,620,850
Total Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			**$1,620,850**
Total Major Item Code 26000.000 ELECTRICAL WORK			**$1,620,850**
Major Item Code 31000.000 SITEWORK			
Minor Item Code 31000.000 SITEWORK AND UTILITIES			
BP 31.01 Sitework & Utilities	1.00 LS	380,000.00	380,000
Craneway / Parking Maintan and Remove	1,650.00 SQYD	15.00	24,750
Cell Staging Slab (prep, place, remove)	500.00 SQFT	20.00	10,000
Total Minor Item Code 31000.000 SITEWORK AND UTILITIES			**$414,750**
Total Major Item Code 31000.000 SITEWORK			**$414,750**
Major Item Code 32000.000 SITE IMPROVEMENTS			
Minor Item Code 31650.000 ** Undefined **			
Accepted VE 02 Remove New Parking Lot	1.00 LS	-75,000.00	-75,000
BP 32.01 Site Improvements	1.00 LS		

Total Minor Item Code 31650.000 ** Undefined ***			**-$75,000**
Minor Item Code 32310.000 FENCES & GATES			
Permanent Fencing	1.00 LS	13,630.00	13,630
Construction Fencing	1.00 LS	4,400.00	4,400
Total Minor Item Code 32310.000 FENCES & GATES			**$18,030**
Minor Item Code 32900.000 LANDSCAPING			
Sod & Landscaping	1.00 ALLW	18,750.00	18,750
Total Minor Item Code 32900.000 LANDSCAPING			**$18,750**
Total Major Item Code 32000.000 SITE IMPROVEMENTS			**-$38,220**
Major Item Code 36000.000 BONDS & INSURANCE			
Minor Item Code 36000.000 BONDS & INSURANCE			
Performance & Payment Bond	1.00 LS	113,331.00	113,331
General Liability	1.00 LS	153,593.00	153,593
Builder's Risk Insurance	1.00 LS	71,578.00	71,578
Total Minor Item Code 36000.000 BONDS & INSURANCE			**$338,502**
Total Major Item Code 36000.000 BONDS & INSURANCE			**$338,502**
Major Item Code 45000.000 OWNER'S TAX SAVINGS			
Minor Item Code 45000.000 OWNER'S TAX SAVINGS			
Owner's Tax Savings Allowance	1.00 ALLW	-193,421.00	-193,421
Total Minor Item Code 45000.000 OWNER'S TAX SAVINGS			**-$193,421**
Total Major Item Code 45000.000 OWNER'S TAX SAVINGS			**-$193,421**
Major Item Code 80000.000 CONTINGENCY			
Minor Item Code 80000.000 CONTINGENCY			
CM Contingency	1.00 LS	596,479.00	596,479
Total Minor Item Code 80000.000 CONTINGENCY			**$596,479**
Total Major Item Code 80000.000 CONTINGENCY			**$596,479**
Major Item Code 90000.000 OVERHEAD & FEES			
Minor Item Code 90000.000 OVERHEAD & FEES			
Construction Manager's Fee	1.00 LS	803,567.00	803,567
Total Minor Item Code 90000.000 OVERHEAD & FEES			**$803,567**
Total Major Item Code 90000.000 OVERHEAD & FEES			**$803,567**
Total			**$14,962,124**

		FEE CHECK
GMP TOTAL	$14,962,124	
LESS		
PERMIT ALLOWANCE	($38,400)	
BONDS AND INSURANCES	($338,502)	
ESCALATION COSTS	NIC	
FEE	($803,567)	
Subtotal	$13,781,655	
Add Sales Tax Savings	$193,421	
Subtotal	$13,975,076	
FEE at 5.75%	$803,567	$803,567

CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS
To the extent any conflict exists between these Clarifications, Qualifications and Assumptions and Allowance Schedule (pages 11 through 27), and the original Agreement, the original Agreement shall prevail.

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
  - The Contract Drawings entitled "Highland County Jail." dated August 30, 2024, as prepared by Clemons Rutherford & Associates Inc. Refer to Document List included in Section II of this proposal.
  - The Project Specifications entitled "Highland County Jail." dated August 30, 2024, as prepared by Clemon Rutherford &Associates, Inc. Refer to Document List included in Section II of this proposal.
  - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 01 - 63 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager. Only the RFI's with answers have been addressed by the subcontractors and included in the GMP.
  - The Construction Manager's GMP Cost Report dated September 27,2024.
  - The Construction Manager's Project Schedule dated August 29, 2024.
  - The Bid Packages issued to bidders by the Construction Manager.
- It is understood that this GMP Proposal may require reconciliation, either additive or deductive, for scope increased or decreased between this GMP Proposal and the 100% Conformed Construction Documents.
- The GMP does not included Building Department comments (none received).
- It is understood that various allowances are included in this GMP Proposal as indicated in Section IV-E of this proposal. It is further understood that the Construction Manager's Contract will request adjustments by use of contingency or change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- The value of liquidated damages for this project is established as $2,000 per calendar day.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
  - The Construction Manager's general conditions and general requirements for a period of thirteen and one half (13.5) months.
    - Base Bid GMP – Includes the following scope of work: The project consists of an approximately 17,176 square foot expansion of the Highlands County Jail including housing for an additional ninety-six detainees along with control, mechanical and storage spaces. The project consists of the demolition of existing structures on Palmetto Ave to allow for development of site utilities, storm water management systems and the new building.
- Alternates – The following "Alternates" and "Voluntary Alternates (V)" have been priced and are offered for

consideration as part of this proposal. Refer to Section IV-E of this proposal for a more detailed description and pricing for the alternates.

- Alternate No. 1 – Provide 60mil fully adhered John Manville Roof Deduct <$ 270,063> ACCEPTED
- Alternate No. 2 – Add Networked Water Management System Add $46,834 DECLINED
- Alternate No. 3 – Add Security Ceiling in Connecting Corridor Add $105,384 DECLINED
- Alternate No. 4 – Delete reqmt for heat trace for Fire Protection Deduct <$ 27671> DECLINED
- Alternate No. 5 – Add Lightning Protection Counterpoise Add $20,278 DECLINED
- Alternate No. 6- Remove stand-alone Video visitation Deduct <$53,485> ACCEPTED

Division 01 – General Requirements

- Clarifications, qualifications, and assumptions related to Division 01:
  - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of Thirteen and one half (13.5) months.
  - We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
  - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
  - The GMP does not include Construction Manager's Preconstruction phase fee.
  - Aerial photographs have been included.
  - An allowance of $38,400 is included for building permits.
  - Environmental permits are not included.
  - Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included ..
  - Costs related to a threshold inspector are not included.
  - An allowance of $16,134 is included for material testing.
  - Temporary utility services are not included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
  - The consumption costs associated with temporary water, electric utilities (if metered) will be paid for by Highlands County Jail. No costs for these services have been included in the GMP.
  - Temporary gravel, limerock, crushed concrete or asphalt millings is included for the stabilization of the construction entrances.
  - Temporary jobsite fencing and gates are included as 6'-0" high chain link fencing.
  - Silt fencing is included for areas where construction runoff and/or erosion may occur.
  - We have included an allowance for sodding areas disturbed by construction (see allowance section)
  - One (1) each standard 4' x 8' project sign is included.
  - An allowance in the amount of $3,500 is included for the reproduction and distribution of Contract Documents for the purpose of construction.
  - A site survey is not included. (survey provided by civil engineer)
  - The final project cleaning is included.
  - Jobsite cleanup, rubbish removal and rubbish disposal are included.
  - An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.

- Performance and Payment Bonds are included.
- Labor burden multiplier is included as per the original agreement. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be $153,593 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included as an allowance $71,578.
  - The standard deductible for this policy is $25,000.
  - The windstorm deductible for this policy is 3% Value at Risk at Time of Loss (VARTOL) / $250,000 minimum.
  - The flood deductible for this policy is 5% VARTOL / $250,000 minimum.
  - The earthquake deductible for this policy is $25,000.
  - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
  - Builder's Risk coverage is subject to the Project Limit of Liability as declared at policy inception. Sub-limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.
  - "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use."
- The Builder's Risk and General Liability Policies do not cover existing construction or existing building components; therefore, the Owner shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor.
- A Construction Manager's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
  - Buy-out of work not included in previously awarded bid packages.
  - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).
  - To improve and/or accelerate the progress of the work.
  - To improve the conditions of the work.
  - For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
  - To increase and/or supplement staff as necessary to effectively manage the project.
  - To adjust the reimbursable general conditions in excess of the budget.
- All use of contingency will be submitted for approval by Highlands County and any unused contingency funds will be credited at the end of the project.
- The Construction Manager's Construction Phase Fee is included at the rate of 5.75%, as per the original agreement, which shall be converted to a lump sum upon acceptance of the GMP.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.

- A negative allowance in the amount of <$193,421> is included for the anticipated sales tax savings on the project that can potentially be realized from Owner-Direct Purchase. Due to the compressed nature of the project schedule and the need to expedite materials and equipment, it is extremely critical that a system be put in place to streamline the execution of these purchase orders by the Owner. This can be accomplished by 1) putting a system in place that will permit the Construction Manager to issue these purchase orders directly to vendors on behalf of the Owner (with copies to the Owner as they are issued), or 2) put a system in place within the Owner's Administration to ensure 24 hour turnaround time on the issuance of these purchase orders after receipt of the necessary information from the Construction Manager.
- Should the Owner elect to utilize the Direct Purchase Order process to save sales tax, the tax for actual purchases will be credited to the Owner. At the end of the Project, any refund for materials not purchased or surplus materials returned to suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Construction Manager and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the Owner.

Division 02 – Existing Conditions

- Clarifications, qualifications, and assumptions related to Division 02:
  - Abatement and Remediation Work
    - We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
  - Demolition / Selective Demolition
    - We have included an allowance of $25,000 for the demolition of one structure currently located in areas designated for new improvements. The second structure is in conflict with the new retention pond as shown in the plans. Per discussion with Highlands County and CRA, this pond is to be revised to allow the second structure to remain.
    - The water and runoff generated from construction operations will be contained on the project site. It is assumed that the water and/or runoff generated from demolition operations will not require collection, treatment, or disposal.
    - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
    - We specifically exclude the relocation and/or reinstallation of any existing or temporary buildings, structures, etc.
    - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.
    - Extent of site demolition is not clearly depicted on the document and for the purposes of this GMP is included within the sitework allowance.

Division 03 – Concrete

- Clarifications, qualifications, and assumptions related to Division 03:
  - Concrete Work
    - Visqueen vapor barrier is included under all new building concrete slabs. We specifically exclude any special vapor barriers, radon barriers, waterproofing membranes/coatings, or any other special membranes.

- Standard subsoil termite treatment is included at the slab sub-grade. No special or extended warranties are included. Treatment or damage mitigation to existing construction is not included.

- Precast Concrete
  - Precast Double Tees at the roof are included in this GMP.
  - The GMP Includes Hollow-core elevated floor decks and topping as indicated on the documents.
  - Excludes the 5" thick by 7'-4" tall precast wall panels and 1'-0" tall coping cap as indicated on sheets A2.0 and A4.1 (RFI PB35). Per discussion with CRA, these architectural precast panels are to be replaced with stucco per accepted VE option.
  - Hollow core and precast tees are structural precast concrete elements and not architectural concrete. These precast units will have imperfections and the dimensional tolerance that are less stringent the that of architectural precast. Ajax has not included any additional dollars to grind and patch these elements to yield an appearance that exceeds the industry standard for structural precast concrete.
- General Concrete Items
  - No colored concrete, special mixes, special finishes, or admixtures are included. Colored concrete is included in precast wall panels.
  - We exclude any special rebar finishes, galvanizing, epoxy coatings, or special chairs/supports.
  - We have assumed the mezzanine balcony at the cells to be concrete om metal deck.
  - The exterior wall design will need to be modified to include "Leave outs: at the southside to facilitate the installation of precast cells. Ajax has included an allowance $25,000 in the concrete bid to fund the associated work. These openings will be infilled after the cells are installed. Ajax will require a design for this work from the structural engineer. Details to follow.
  - Includes slab on grade and foundations at dumpster pad (per RFI-51)
  - The GMP is based on the structural design as indicated. The precast fabricator will provide shop and design related to their system; he cannot assume responsibility for the overall design of the structural system. Ajax and its subcontractor shall not be required to certify or validate the current structural design. However, should the course of developing the precast submittals it be discovered that the supporting structures (currently designed which supports the precast system) need to be enhanced, or modified the cost of such enhancements/modifications will have to be funded thru the contingency.

Division 04 – Masonry

- Clarifications, qualifications, and assumptions related to Division 04:
  - Masonry Work
    - All cmu masonry is included as standard cmu. Fire rated, ground face, fluted, acoustical, colored, or other special cmu are not included.
    - Special CMU admixtures are not included.
    - Bonds for all cmu and brick masonry are included as standard running bond.
    - All masonry grout is included as standard weight, 3000 psi, regular grout, with no color, strength, or other additives (7–9-inch slump).
    - We have not included any trowel applied dampproofing.
  - Stone Work
    - No stonework is included.

- General Masonry Items
  - Mortar additives or coloring are not included.
  - Exposed masonry joints are included as concave joints both horizontally and vertically.
  - Excludes Bullnose Block
  - The GMP includes CMU wall at dumpster pad per RFI -51

Division 05 – Metals

- Clarifications, qualifications, and assumptions related to Division 05:
  - Cold-Formed Metal Framing
    - Includes light gauge metal framing for interior walls and soffits as shown. The GMP excludes provision for engineering this framing.
  - Miscellaneous and Fabricated Metals
    - Includes HSS columns and beams as indicated on the structural drawings.
    - Structural framing for balcony at cells will be furnishes and install be cell fabricator. The balcony slab will be concrete on metal floor deck.
    - Includes metal pan stairs and rails as shown.
    - Includes interior balcony rails and rails at roof as shown on A2.0
    - Includes work platform as indicated on sheet 1.2 (In two locations per RFI 31 response)

Division 06 – Wood, Plastics and Composites

- Clarifications, qualifications, and assumptions related to Division 06:
  - Lumber and Rough Carpentry
    - Rough carpentry is included at roof.
  - Finish Carpentry
    - No finish carpentry is included.
  - Architectural Woodwork
    - Includes Casework at the following locations.
      - Control Room Desks
      - Medical Triage

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications, and assumptions related to Division 07:
  - Waterproofing
    - Includes fluid applied weather barrier at exterior walls only. (see division nine)
  - Thermal Protection
    - Includes 2" and 3" insulation board cement insulation boards on exterior walls as shown.
  - Roofing and Sheet Metal
    - Base bid includes Johns Manville 60 mil TPO roof system with 20 year NDL warranty in lieu of Garland system as an accepted value engineering option.
    - Base bid includes R-25 minimum insulation per FBC in lieu of R-38 minimum.
    - Base bid includes ¼" Densdeck coverboard in lieu of ½".
    - Base bid includes 050 mill finish aluminum coping and downspouts in lieu of stainless steel.

- Fire and Smoke Protection
  - Where specifically called for or required in a designated rated wall assembly.
- Joint Sealers
  - In locations as indicated or as necessary. GMP Includes security sealant in all secure areas.

Division 08 – Openings

- Clarifications, qualifications, and assumptions related to Division 08:
  - Metal Doors and Frames
    - All Security and Non security hollow metal frames and doors are included as scheduled. No mastic painting, asphalt painting, or back priming is included for hollow metal frames.
    - No zinc-rich priming is included.
  - Wood Doors
    - There are no wood doors on the project.
  - Specialty Doors
    - The GMP includes an allowance of $5,500 for access panels (not specified shown in only one location)
  - Entrances and Storefronts
    - None
  - Windows
    - Three exterior windows are included (RFI PB33)
  - Skylights
    - None
  - Finished Hardware
    - Includes security and non-security/builders' hardware as scheduled and specified (RFI PB -1 and RFI BP-2)
  - Glass and Glazing
    - Included as shown.
  - Curtain Wall
    - None

Division 09 – Finishes

- Clarifications, qualifications, and assumptions related to Division 09:
  - Gypsum Board, Plaster and Stucco Systems
    - No interior veneer plaster or hard coat finishes are included.
    - Abuse resistant gypsum board is not included unless clearly identified on the Contract Drawings.
    - Mold/mildew resistant gypsum board is not included unless clearly identified on the Contract Drawings.
    - Stucco on exterior only as indicated on sheet A2.0. Stucco also included where architectural precast panels are shown as an accepted value engineering option.
    - Although not indicated on drawings, the GMP includes 2.5" and 3" G90 Z furring (engineered) and associated cement insulation board. The fluid applied weather barrier as specified will be applied to the cement board, not on the block wall. Stucco and Concrete Panel shall be

installed after the concrete insulation board and fluid applied weather barrier is applied. ***The GMP does not include two applications of weather barrier (i.e. one on block one on cement board)***

- Tile Work
  - No tile work is indicated.
- Ceilings
  - All acoustical ceilings are included as standard painted exposed grid with standard 2'x2'x5/8" ceiling tiles. No special acoustical grid systems, tiles, tile colors, tile patterns, special tile edges, tegular, etc. have been included.
  - Hard ceilings as shown on reflected ceiling plans.
- Finished Flooring
  - Carpet
    - As indicated on Sheet A10.1
  - Resilient Flooring
    - LVT as shown on Sheet A10.1
  - Wall Base
    - As shown on sheet A10.1
  - Resinous Flooring
    - At Dorm Showers, Staff Restroom and Janitor closet
- Wall Finishes
  - Acoustical Treatment
    - Includes tectum wall panels as described on note 8 on sheet A10.01. Six colors are available. Ajax request information on desired elevation.
- Paints and Coatings
  - Epoxy Painting of interior walls, ceilings, and soffits is included.
  - No accent walls are included.
  - Painting of hollow metal doors and door frames, and hollow metal window frames is included.
  - No painting is included for concealed areas or areas otherwise not exposed to view.
  - Floor Sealers as indicated on sheet A10.1.
- Finishes

  Color legend was not completed. Standard manufacturers colors are included, no custom colors are included.

<u>Division 10 – Specialties</u>

- Clarifications, qualifications, and assumptions related to Division 10:
  - Louvers and Vents
    - Louvers as shown on building elevations and mechanical drawings. (Ruskin)
  - Wall and Corner Guards
    - None shown.
  - Flagpoles
    - None included or shown.
  - Signage and Plaques
    - Need more details, the GMP includes an allowance of <u>$15,000</u>.
  - Lockers

- ♦ No lockers shown.
- Fire Protection Specialties
  - ♦ Detention grade fire extinguisher cabinets as shown on life safety plan are included.
  - ♦ A Knox Box is not included.
- Walkway Covers and Exterior Protective Construction
  - ♦ Not Applicable / None shown.
  - ♦ Aluminum ladder w/ walking platform as specified in section 109900 is not included. (reference PB RFI PB-49)
- Toilet and Bath Accessories
  - ♦ Included in GMP / Security and Non security.
- Medical Specialties
  - ♦ None shown.

Division 11 – Equipment

- Clarifications, qualifications, and assumptions related to Division 11:
  - Miscellaneous Equipment
    - ♦ Include 20 each prefabricated detention cells as specified.
    - ♦ Assumes that the owner will pay for materials stored off site, provided subcontractor(s) provides documentation showing adequate protection to the owner.
    - ♦ Includes security cover at balcony fire protection manufactured by JGL (similar to Sofi-Steel)
    - ♦ Includes detention furnishings and equipment as scheduled and shown on the drawings.
  - Hollow Metal Frames, Doors, and Hardware
    - ♦ Includes all security and non- security door frames, window frames a, doors and hardware as scheduled.
    - ♦ Frames at the control roof shall be post set in concrete columns with Hilti bolts. Frames will be dimpled; bolts ground, bolt area will receive bondo and be and painted.
    - ♦ The is no door or access panel at chase C1. (Confirmed Per Post bid RFI)
  - Audio / Visual Equipment
    - ♦ No Audio -Visual equipment is indicated on the plans. GMP assumes TV monitors and other AV components if required shall be furnished and installed by the owner.
  - Food Service Equipment
    - ♦ No food service or residential appliances are indicated on the documents and therefore not included in the GMP.
  - Athletic and Recreation Equipment
    - ♦ No athletic or recreational equipment is included.
  - Office Equipment
    - ♦ Office equipment and furnishing (if required) are assumed to be provided by the owner.
  - Medical Equipment
    - ♦ None shown.

Division 12 – Furnishings

- Clarifications, qualifications, and assumptions related to Division 12:

- Miscellaneous Furnishings
  - Furnishings are included per specification division 11 and as indicated on the drawings.

Division 13 – Special Construction (Not Applicable)

Division 14 – Conveying Systems (Not Applicable)

Division 21 – Fire Suppression

- Clarifications, qualifications, and assumptions related to Division 21:
  - Fire Protection Systems
    - The Architect/Engineer of Record shall provide all required fire protection system engineering documents for the project, including all engineering, calculations, analysis, and other data required to set forth the overall design requirements and provide sufficient direction to the construction manager for the layout and construction of the fire protection system(s) and shall be signed and sealed by the Engineer of Record and meet all requirements of the authority having jurisdiction. The construction manager's fire protection subcontractor shall provide all required fire protection system layout documents for the project, including layout, sizing, hydraulic calculations and other construction data that shall provide the requirements for the fabrication and installation of the fire protection system(s) and shall prepare and submit for review/approval, shop drawings and product data for the fire protection system(s) based upon the design documents provided by the Architect/Engineer of Record. Shop drawings and product data shall not require any additional engineering input and shall not be required to be signed/sealed by a delegated engineer.
    - Includes Heat Trace at piping in recreation areas (See alternate)

Division 22 – Plumbing

- Clarifications, qualifications, and assumptions related to Division 22:
  - Plumbing Work
    - Includes interior Gas piping. Site gas piping and associated regulator and meter is to furnish by local utility.
    - Includes Security plumbing fixtures.
    - Base GMP Includes standalone water management system. See alternate for network water management system.
    - Insulation is included as specified.
    - Pumps- includes circulating pump and booster pump.
    - Domestic Water Piping- Copper
    - Sanitary Waste and Vent Piping- PVC below grade no hub cast iron above grade.
    - Grease Interceptors and Septic Tanks (none shown)
    - Fixtures and Equipment (per schedule on sheet P0.2)
    - Water Heaters -Gas fired instantaneous as scheduled.

Division 23 – HVAC

- Clarifications, qualifications, and assumptions related to Division 23:

- HVAC Work
  - GMP includes ductwork, fans and controls associated with the smoke controls system.
  - Includes security barriers at all ducts larger that 6x6 that passes thru secure wall.
  - Piping and equipment in connecting corridor is exposed.
  - Unless specifically called out for in the documents the equipment installed outdoors (or indoors) will not be treated with anti -corrosion protection.
  - Excludes IAQ testing.
- Insulation
  - As specified.
- RTU's
  - The GMP includes three (3) RTU's as scheduled.
  - Exterior ductwork is exposed. (No enclosure is indicated)
- Miscellaneous Mechanical Equipment
  - Includes split systems as scheduled on M0.2
  - Exhaust fans and smoke exhaust fans as scheduled are included.
- Air Distribution and Ductwork
  - Supply ductwork in dayrooms shall be dual wall internally lined.
- HVAC Instrumentation and Controls
  - A stand-alone HVAC control system will be provided.
- Testing, Adjusting and Balancing
  - The GMP includes the cost of independent test and balance of the HVAC system.
- General HVAC Items
  - The GMP excludes costs associated with commissioning. Per discussion with CRA, they have commissioning included in their contract with Highlands County.
  - The GMP does not include the $3,000 allowance for A/E oversight of the commissioning process per the specifications. Per discussion with CRA this allowance was removed to reduce costs.

<u>Division 26 – Electrical</u>

- Clarifications, qualifications, and assumptions related to Division 26:
  - Basic Materials and Methods
    - Secondary electrical service from the primary transformer to the building(s) and electrical service distribution thereafter in included. The Construction Manager assumes that the Owner's local utility company will install the primary electrical service from the utility company's infrastructure to the on-site transformer, including furnishing and installing the primary transformer. Ajax will furnish the related housekeeping pad.
    - Jacking, boring, or directional drilling is not included for new or relocated utilities.
  - Electrical Testing
    - Unless specifically called out for in the documents the GMP excludes the cost for third party independent electrical testing.
  - Conductors and Cables
    - All copper conductors
  - Raceways
    - Cable tray is included as indicated on T1.1

- Generators
  - A diesel generator is included (437.5 KVA rated per the single line on E3.1) Including fuel base tank.
  - Load bank testing is excluded.
- Switchgear
  - Per plans, and specifications
- Lightning Protection Systems
  - Lightning protection on the new addition is included. (See alternate for counterpoise grounding system)

Division 27 – Communications

- Clarifications, qualifications, and assumptions related to Division 27:
  - Distributed Antenna Systems (DAS)
    - We include the Emergency Radio Communications Enhancement system as called out for in the notes on FE0.1.
    - We include a voice data system as indicated on the T drawings. Including cable, jacks' racks and rack mounted UPS. . Voice data equipment is assumed to be furnished and installed by owner/owner vendor.
    - It is assumed that the existing data communication room is no further that 150ft from the communications room in the new addition. (Location not shown on plans)
    - Video visitation system allowance has been deducted. This will be furnished post construction by Highlands County.
    - Audio visual systems and TV monitors are not included (not shown on the plans)

Division 28 – Electronic Safety and Security

- Clarifications, qualifications, and assumptions related to Division 28:
  - The GMP includes a complete fire alarm system (Notifier Fire alarm system). Assume point of connection to existing fire alarm system is with 150 ft of FACP in new addition. Location not provided on drawings.
  - We have included the Smoke Control System as shown on the FE Drawings
  - Includes Video Surveillance System per the documents.
  - Includes Door Control System
  - Includes Intercom System
  - Includes touchscreen control system, PLC System, and related control panels.
  - We have excluded card access control system, cell monitoring and inmate alarm system, vehicle detection system, watch tour system and personal duress systems, as nothing is shown or specified for these items.

Division 31 – Earthwork

- Site Work / Earthwork
  - Due to the numerous questions relative to design of the civil package the Site Contractors would not provide a hard number for the sitework package. Therefore, Ajax has included a $380,000 allowance for the site package This allowance includes all earthwork, paving and site utilities. A

$75,000 deduct has been applied to the above allowance to delete the parking lot from the GMP. Per discussion with CRA, the parking lot is intended to be provided in a future phase and will be removed from the civil drawings.
- It is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.

Division 32 – Exterior Improvements

- Clarifications, qualifications, and assumptions related to Division 32:
  - 4" Sidewalks as indicated on sheet AS.01 (darkened area) are included.
  - The Dumpster pad is included as concrete.
  - Landscaping and Irrigation
    - No landscaping, sodding or irrigation is shown. Ajax has included an allowance of $18,750 for this work. It is assumed that this will consist primarily of sod.

Division 33 – Utilities

- Clarifications, qualifications, and assumptions related to Division 33:
  - Site Utilities
    - Part of the sitework allowance. Note: Per RFI PB 23 the site gas piping regulator and meter will be provided by local utility.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
- In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved, and/or the building envelope being fully enclosed.
- Electronic, CAD "As-Builts" are excluded. Per discussion with CRA they will be providing this service as a part of their contract with Highlands County. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
- O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
- This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
- Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL

ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (deductive only) for reconciling the difference between each of the below listed allowances and the actual savings realized for each allowance.

Item No.	Description	Allowance Amount
	Division 01 – General Requirements	
	Background Checks and Badging	$12,000
	Building plan review and permit fees	$38,400
	Builders Risk Insurance	$77,441
	CADD As-Builts	EXCLUDED
	Division 02 – Existing Conditions	
	Existing Building Demolition (One structure to remain)	$25,000
	Division 03 – Concrete	
	Allowance for additional structural modifications in exterior wall to provide leave outs and infill panels in exterior wall to facilitate installation of premanufactured cells. (allowance in concrete subcontractor number)	$25,000
	Division 04 – Masonry	
	No Allowances	
	Division 05 – Metals	
	No Allowances	
	Division 06 – Wood, Plastics and Composites	
	No Allowances	

Item No.	Description	Allowance Amount
	Division 07 – Thermal and Moisture Protection	
	No Allowances	
	Division 08 – Openings	
	No Allowances	
	Division 09 – Finishes	
	No Allowances	
	Division 10 – Specialties	
	Signage	$15,000
	Division 11 – Equipment	
	Video Visitation System (in detention package)	EXCLUDED
	Division 12 – Furnishings (N/A)	
	Division 13 – Special Construction (N/A)	
	Division 14 – Conveying Equipment (N/A)	
	Division 21 – Fire Suppression	
	No Allowances	
	Division 22 – Plumbing	
	No Allowances	

Item No.	Description	Allowance Amount
	Division 23 – HVAC	
	Commissioning	EXCLUDED
	A/E Commissioning Oversight per specification	EXCLUDED
	Division 26 – Electrical	
	No Allowances	
	Division 27 – Communications	
	No allowance	
	Division 28 – Electronic Safety and Security	
	Division 31 – Earthwork	
	Sitework Package	$305,000
	Division 32 – Exterior Improvements	
	Sod/Landscaping	$18,750
	Division 33 – Utilities	
	In Division 31 Allowance	

END OF ALLOWANCE SCHEDULE

EXHIBIT J

SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high galvanized chain link fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full height wind screening will be installed as a visual barrier on all chain link fencing and gates. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located off Palmetto Ave. A 16ft' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrances: Secondary entrances to the project site will be located off S. Eucalyptus St.. 16' wide vehicle gates will be located at this entrance. These entrances will serve as secondary and emergency access to the project site.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle, and pedestrian will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.

Crane, Vehicle and Equipment Paths

- Crane, vehicle, and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed in an effort to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in November 2024with the start of mobilization activities.
- Temporary Power:
    - Temporary electrical service for the jobsite office trailers will be obtained from the local utility. The temporary electrical service is being by the project electrical subcontractor.
    - Temporary electrical service for the construction site will be obtained from the local utility or tied into the existing service. The temporary electrical service on the construction site will be installed by the electrical subcontractor.
- Temporary Water:
    - Temporary water service for the jobsite office trailers will be obtained from the existing water service onsite and will be installed by the plumbing subcontractor.
    - Temporary water service for the construction site will be obtained from the existing water service and installed by the plumbing contractor.
- Temporary Sanitary Sewer:
    - The temporary sanitary sewer service for the jobsite office trailers will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying a sanitary holding tank.
    - The temporary sanitary sewer service for the construction site will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying portable toilet facilities (port-o-lets).
    - In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff and subcontractors will utilize the entrance gate and drive at the office and parking compound off Palmetto Ave., as indicated on the Site Utilization Plan.

- Construction Deliveries: General construction related deliveries will utilize the entrance gate and drive at the staging area gate off of Palmetto as indicated on the site utilization plan.

Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed, as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

Contact Person	Job Title	Contact Number
Jeff Wright	Operations Manager	Mobile 813-781-4333
TBD	Project Manager	
TBD	Project Superintendent	
TBD	Assistant Project Manager	

SITE UTILIZATION PLAN

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER: **Kenya Anderson, Senior Project Manager**
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: **Request adoption of Resolution 24-25-010 to approve a LAP Agreement #435067-1-58/68/01, between FDOT and Highlands County for construction, and CEI services of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway.**

STATEMENT OF ISSUE

Resolution 24-25-010, authorizes the Chairman to execute LAP Agreement #435067-1-58/68/01 between Highlands County and the FDOT, Highlands County Project Number 17034, for the installation of a 8-foot-wide multi-use path along the right-of way of Memorial Drive from Pompano Drive to Sebring Parkway in Sebring, FL, (an approximate distance of 7,500 linear feet), in the total grant amount of $3,059,527.00.

The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved construction documents and that it meets all applicable FDOT standards. The construction and CEI services will be done by outside forces. The estimated completion date is August 2026.

Please note that in 2018 the County approved the original LAP Agreement; however, due to significant Project delays, FDOT repurposed the grant funds and reissued the subject LAP Agreement #435067-1-58/68/01, for this Project

The Board Attorney has reviewed and approved the LAP Agreement and the accompanying resolution. Kenya A. Anderson is the project manager for this project under the direct supervision of the County Engineer. Mark J. Frederick, P.E. of the CivilSurv Design Group, Inc., is the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-010, to approve a LAP Agreement #435067-1-58/68/01, between FDOT and Highlands County for construction, and CEI services of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $987,689.02 and will be appropriated in Project 17034 Memorial Dr. - Pompano Dr. to Sebring Parkway. Currently there is $2,071,837.98 budgeted for this project so with the additional funding per the Agreement, the total project amount will be $3,059,527.00.

Attachments: Memorial from Pompano to Sebring Pkwy_Location Map.pdf
Res. 23-24.010.FDOT Project 435067-1-58.68.01.sgs.pdf
LAP Agreement Not signed.pdf

Highlands County Engineering Department

Memorial Drive Multi-Use Path
From Pompano Drive to Sebring Parkway
LOCATION MAP

FM Number: 435067-1-38/58/68-01

For Reference Only - Not A Boundary Survey

Map Created: 2018

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

1 inch = 1,500 feet

G:\PROJECTS\Other Projects\Memorial Drive Multi-use Path Project from Pompino Drive to Sebring Parkway\Memorial from Pompano to Sebring Pkwy_Location Map.mxd

RESOLUTION NO. 24-25-010

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 435067-1-58/68/01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FDOT has awarded a Local Agency Program Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 435067-1-58/68/01, for the construction and construction engineering inspection of an 8 foot sidewalk on the West side of Memorial Drive from Pompano Drive to Sebring Parkway, hereinafter referred to as the "Project"; and;

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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

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

SECTION 2. **Approval of Authorization to Execute.** Local Agency Program Agreement, related to FDOT Financial Project No.: 435067-1-58/68/01, for the Project, attached hereto as **Exhibit "A,"** is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the Local Agency Program Agreement identified by FDOT Financial Project No.: 435067-1-58/68/01, approved hereby, as well as any and all matters relating

thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT
FDOT Financial Project No.: 435067-1-58/68/01

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435067-1-58/68/01	FPN:	FPN:
Federal No (FAIN): D118-093-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CARB/CARL/SA/TALL /TALT/ TALM	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp: 780000	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:Highlands (09) Contract No:

Recipient Vendor No: F596000655046 Recipient Unique Entity ID (UEI) No: DVGCMAE96DX5

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Highlands County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection of an 8 foot sidewalk on the West side Memorial Drive from Pompano Drive to Sebring Parkway, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 3,059,527.00 (Three Million Fifty-Nine Thousand Five Hundred Twenty-Seven Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,059,527.00 (Three Million Fifty-Nine Thousand Five Hundred Twenty-Seven Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their 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 in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

☐ N/A

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

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

RECIPIENT HIGHLANDS COUNTY

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

DS
DC

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435067-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.396 miles

PROJECT DESCRIPTION: The project scope consist of the construction and construction engineering and inspection (CEI) of an 8' wide mulit-use path along the right-of way of Memorial Drive from Pompano Drive to Sebring Parkway in Sebring, FL for an approximate distance of 7,500 linear feet.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 02/28/2025.
b) Right-of-Way requirements identified and provided to the Department by 02/28/2025.
c) Right-of-Way to be certified by 02/28/2025.
d) Construction contract to be let by 12/31/2025.
e) Construction to be completed by 06/30/2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
All work to be conducted outside of the Department Right-of-Way shall adhere to
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Construction services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 600 South Commerce Ave. Sebring, FL 33870	435067-1-58/68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 24/25 (CARB)	$ 16,442.00	$ _____	$ _____	$ 16,442.00
FY: 24/25 (CARL)	$ 512,109.00	$ _____	$ _____	$ 512,109.00
FY: 24/25 (SA)	$ 701,993.00	$	$	$ 701,993.00
Total Construction Cost	$ 1,230,544.00	$ 0.00	$ 0.00	$ 1,230,544.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 24/25 (TALT)	$ 402,569.00	$ _____	$ _____	$ 402,569.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 402,569.00	$ 0.00	$ 0.00	$ 402,569.00
(Construction - Phase 58)				
FY: 24/25 (TALL)	$ 784,896.00	$ _____	$ _____	$ 784,896.00
FY: 24/25 (TALM)	$ 239,842.00	$ _____	$ _____	$ 239,842.00
FY: 24/25 (TALT)	$ 401,676.00	$	$	$ 401,676.00
Total Phase 58/68 Costs	$ 1,426,414.00	$ 0.00	$ 0.00	$ 1,426,414.00
TOTAL COST OF THE PROJECT	$ 3,059,527.00	$ 0.00	$ 0.00	$ 3,059,527.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
09/25/2024 | 4:10 PM EDT

Signature Date

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT D

RECIPIENT RESOLUTION

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

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$3,059,527.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

Docusign Envelope ID: 88E91FA2-7D2E-43A1-AC43-E7C465E2F59D

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2025

PRESENTER: **James D. Langford, P.E., County Engineer**
Kenya A. Anderson, Senior Project Manager

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the City of Sebring for relocation of the City's Water Main as part of the Memorial Drive Multi-Use Path Project.**

STATEMENT OF ISSUE

The Interlocal Agreement between Highlands County and the City of Sebring is for relocation of the water main along Memorial Drive for the Memorial Drive Multi-use Path, Project No. 17034. Under the Agreement, the County will cause the water main relocation to occur as part of the Project and contribute to the cost of such relocation as long as the City contributes the remainder of the funding for the water main relocation. The Project will be bid out and staff anticipates construction starting in August 2025. County Engineering and City staff discussed the proposed improvements and estimated the cost to be Two Hundred Forty-two Thousand Six Hundred Eighty-four Dollars and 24/100 ($242,684.24). The County shall contribute the sum of One Hundred Twenty-one Thousand Three Hundred Forty-two and 12/100 ($121,342.12) toward the cost of relocating the City's water main located in the area of the Project. The City shall contribute the remainder of the cost associated with the relocation of its water main, which amount shall be paid to the County by the City within thirty (30) days of the receipt of the detailed invoice from the County with the total cost of the water main relocation, minus the County's contribution amount of One Hundred Twenty-one Thousand Three Hundred Forty-two and 12/100 ($121,342.12) and reflecting the remaining amount due from the City.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the City of Sebring for relocation of the City's water main as part of the Memorial Drive Multi-Use Path Project.

FISCAL IMPACT

The fiscal impact of $121,342.12, an increase to Fund 151 (Infrastructure Surtax) was brought to the Board on June 18, 2024 with budget amendment 23-24-114 which transferred funds from Fund 005 (General), cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) and was appropriated in Project Number 17034 (Memorial Dr. - Pompano Dr. to Sebring Parkway), cost center 4102A (Transportation Projects), account 56301Z (Project Capital Infrastructure).

Attachments: Interlocal for Memorial Drive Waterline Relocation.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF SEBRING, FLORIDA

This Interlocal Agreement is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and the City of Sebring, Florida, 368 S. Commerce Avenue, Sebring, Florida 33870 ("City").

WITNESSETH:

WHEREAS, on August 21, 2018, the County approved the Local Agency Program Agreement with the Florida Department of Transportation for design, construction and Construction Engineering Inspection ("CEI") services of an 8-foot-wide multi-use path along Memorial Drive from Pompano Drive to Sebring Parkway ("Project"); and

WHEREAS, the City maintains a water main in the right of way of Memorial Drive and the planned location for the multi-use path will require the City to move its water main ("Water Main Relocation"); and

WHEREAS, the County recognizes the importance of municipal utilities including the provision of a public water system; therefore, on June 18, 2024, the County approved Highlands County Resolution 23-24-123, which approved Budget Amendment 23-24-114, to assist the City with the cost of such water main relocation; and

WHEREAS, the County has agreed to allow the Water Main Relocation to occur with the Project and to pay a portion of such relocation costs as long as the City contributes the remainder of the funding for the Water Main Relocation; and

WHEREAS, the parties acknowledge that it may be more cost effective for the Water Main Relocation to be bid with the County's Project and will coordinate their efforts accordingly.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals.
   The above recitals are true and correct and incorporated herein.

2. City Obligations.
   A. The City shall supply the plans and design specifications for the Water Main Relocation to the County on or before November 1, 2024, so that the County can include the same as an alternative bid project within the Invitation to Bid for the Project.

B. The City shall determine if the contractor chosen by the County for the Project meets the selection criteria and needs of the City for the Water Main Relocation or whether it desires to contract with a different contractor.

C. The City shall enter into a contract with the contractor of its choosing for completion of the Water Main Relocation within 30 days of the County bid opening of the Invitation to Bid issued for the Project which includes at a minimum the following terms:

1. Ensure that its contractor for the Water Main Relocation coordinates work with the County's chosen contractor for the Project so that the Water Main Relocation does not in any way delay the County Project.
2. Require its contractor to provide insurance certificates which name the County as an additional insured for all work performed related to the Water Main Relocation.
3. Require its contractor to indemnify the County for any and all work performed related to the Water Main Relocation.
4. Require its contractor to post a bond in favor of the County for at least 120% of the total cost of the Water Main Relocation project to cover completion of the project and fees and costs incurred by the County related to calling the bond.

D. The City shall provide the County with a copy of the fully executed contract with its contractor within 5 days of approval by the City.

E. The City shall submit an invoice to the County for work completed by its contractor, of which the City has fully verified completeness, in an amount not to exceed One Hundred Twenty-one Thousand Three Hundred Forty-two and 12/100 Dollars ($121,342.12) ("County Contribution").

F. The City shall pay all costs associated with the Water Main Relocation over and above the County Contribution.

3. County Obligations.

A. The County shall cause the Invitation to Bid issued for the Project to include the Water Main Relocation plans and design specifications as an alternative project to bid.

B. The County shall ensure that its chosen contractor for the Project coordinates with the City's contractor for the Water Main Relocation.

C. The County shall pay the County Contribution to the City within 30 days of receipt of the invoice submitted by the City for work completed by its contractor on the Water Main Relocation project which has been fully verified by the City.

4. Term.

This Agreement shall be in effect from the date of execution by the last party until completion of the Water Main Relocation, the Project and final payment has been made by the County to the City.

5. Sovereign Immunity.

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

6. Entire Agreement.

This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

7. Notice.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the City. All notices required and/or made pursuant to this Agreement to be given to the County and the City shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

CITY: City of Sebring
Attention: City Manager
368 S. Commerce Avenue
Sebring, Florida 33870

8. Governing Law and Venue.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

9. Waiver.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

10. Amendment.

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

11. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

12. Joint Negotiations.

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

13. Recording.

The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the City.

14. Signatures.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission shall be valid and effective to bind the party so signing. All such signatures

will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, this Interlocal Agreement is effective on the date approved by the last party hereto.

HIGHLANDS COUNTY

Kevin Roberts, Chairman
Date:

ATTEST:

Jerome Kaszubowski, Clerk

CITY OF SEBRING

Roland Bishop, Council President
Date: 10/15/24

ATTEST:

Print: 10/15/24

CITY OF SEBRING CORPORATE SEAL FLORIDA

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2024

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Consideration of Statement of Legislative Intent for the adoption of an ordinance prohibiting camping and sleeping on public property.**

STATEMENT OF ISSUE

Upon approval by Governor DeSantis, house bill 1365, created Florida Statutes, Section 125.0231, with most of the law's provisions taking effect on October 1, 2024, and certain other provisions taking effect on January 1, 2025. The portion of the new law which did take effect on October 1, 2024, relates to sleeping and camping on public property.

The statute specifically states in part that, "a county or municipality may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable." Pursuant to the new statute, the County is prohibited from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping. Ignoring or being complaisant about a person camping or sleeping on public property falls into the category of "otherwise allowing".

It is also important to note that any County resident, business owner in the County, or the Attorney General, may bring a civil action against the County to enjoin a violation of the prohibition to authorize, or otherwise allow camping or sleeping activity on public property. If the resident or business owner prevails in a civil action, the court may award reasonable expenses incurred in bring the action including court costs and attorney's fees, investigative costs, witness fees and deposition costs.

The purpose of this Statement of Legislative Intent is to request authorization from the Board for staff to draft an Ordinance to comply with this new statutory requirement and prohibit camping and sleeping on public property

RECOMMENDED ACTION

Consensus on instructing staff to draft an Ordinance to comply with the requirements of Florida Statutes, Section 125.0231.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 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 October 25, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range update100824.SGS.pdf

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Priority	Matter	Notes
N/A	Employee Manual revision	Revisions were approved/adopted in July 2024. Additional revisions are expected to be completed within the next 6 months.
1	Hospital sale issues	At the last capital district meeting, it was decided to readvertise the RFP. Recently heard from Bert Harris that Hospital District will be hiring a consultant with experience working with Florida Agency for Healthcare Administration.
2, 7	Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) **Response Resolutions:** Highlands County – 23-24-176, adopted August 20, 2024 Lake Placid - 2024-28, adopted September 9, 2024	**Sun N Lake has indicated that it will be adopting a response Resolution. We still have not received any communication from Spring Lake. Avon Park recently contacted the County Administrator and we are attempting to schedule the first meeting for early November.**
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	**Agreement is complete and we are awaiting agenda item for Board approval.**
N/A	Revision to organization of Advisory Board and Committees	Draft and planning stages – we are planning on presenting to the Board the second meeting of October and will be bringing updated Ordinances/Resolution in batches thereafter.
N/A	Update**/Repeal** of County policies **which have been individually adopted and which are not part of a codified manual**	**This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.**
1	CentralSquare software Interlocal agreement with the Clerk's office	**County staff met with Clerk staff on Monday, September 30, 2024, and an revised Interlocal Agreement was provided to the Clerk's staff on Thursday October 4, 2024. We have not yet received a response back from the Clerk.**
N/A	Purchasing Policy revisions	
N/A	County Administrator Evaluation Survey	**The Survey was posted on October 2, 2024, responses requested by October 11, 2024.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 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: November 7, 2024

PRESENTER:	**James D. Langford, P.E., County Engineer** **Melony Culpepper, AICP, Project Manager - Transportation**
SUBJECT/TITLE:	**Correction of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007, and ITB No. 22-013.**

STATEMENT OF ISSUE

On October 15, 2024, Amendment 2 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007, was brought to the Board for approval. Scrivener's errors were made to the request and recommended action; the statement of issue and fiscal impact were correct. The Amendment number was provided as Amendment 1 and a budget amendment and accompanying resolution were requested to be approved. Amendment 1, along with the requested budget amendment and accompanying resolution were approved previously on June 4, 2024.

The correct amendment number is Amendment 2 and did not include a budget amendment or accompanying resolution.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

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

Attachments: 22-013 Amendment 2 Traffic Operations Building_signed.pdf

AMENDMENT 2 TO AGREEMENT

THIS AMENDMENT 2 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and EO Koch Construction, Co. ("Contractor").

WHEREAS, the County and Contractor entered into an Agreement on September 7, 2023, and amended the same through Amendment 1 on the 18th day of June, 2024, (collectively the "Agreement"); and

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the new Traffic Operation Building (the "Project"); 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. The Construction Documents, as defined by the Agreement, and Article 4.00, Contract Sum, are hereby amended to include the following:

   Installation of conduit and wire from building to new transformer location per plan sheet E201 ASI #1, dated 8/29/24.

   Price increase is based on:

   1. Distance from the existing conduit stub to the base of the Duke Energy pole being no more than 145' straight line.
   2. Conduit will be installed using a trencher.
   3. Conduit will need to be installed before the parking asphalt and asphalt base is installed.
   4. Conduit will stop at the base of the Duke Energy pole per industry standards.
   5. Credit for conduit and wire per print. $-3043.00

Install conduit	$3,851.00
Install wire	$9,887.00
Bond	$90.91
Credit	$-3043.00
Total	$10,785.91

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 2 and the Agreement between the parties, this Amendment 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 15th day of October, 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kevin J. Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EO KOCH CONSTRUCTION, CO.

Aaron Nadaskay, Vice President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Aaron Nadaskay, as Vice President, 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 1st day of October, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
AMY SMITH
MY COMMISSION # HH 424523
EXPIRES: July 23, 2027

E.O. KOCH
CONSTRUCTION

REQUEST FOR CHANGE ORDER

Owner	Highlands County Board of County Commissioners
Project	Traffic Operations Building
Project Address	4500 Kenilworth Blvd., Sebring, FL 33870
Date	09/30/2024
Engineer	J.D. Langford, P.E. 505 S. Commerce Ave. Sebring, FL 33870
Contractor	E. O. Koch Construction Co., 1417 Swank Avenue, Sebring FL 33870
Reference	Change Order #3 Revised

Reference ASI 1 Revision

See Air and Electrical Services attached documentation: Proposal 1054-548759

Credit for conduit and wire per print= -$3043.00

Price to install conduit and wire from building to the new transformer location per print E201/ASI #1 Dated 8/29/24

Price is based on:
1. Distance from the existing conduit stub to the base of the Duke Energy pole being no more than 145' straight line.
2. Conduit will be installed using a trencher.
3. Conduit will need to be installed before the parking asphalt and asphalt base is installed.
4. Conduit will stop at the base of the Duke Energy pole per industry standards.

Install conduit	$3,851.00
Install wire	$9,887.00
Bond	$90.91
Credit	$-3043.00
Total Change Order Cost	$10,785.91

Sincerely,

Aaron Nadaskay

E.O. KOCH CONSTRUCTION

E. O. Koch Construction Co.
P. O. Box 1965, Sebring FL 33871-1965
(863) 385-8649

Breakdown of credit and new work required at Traffic Operations Building:

Credit:

Conduit	36' @ $10.00/ft.	$360.00
Wire	144' @ $7.50/ft.	$1080.00
Xfmr Pad		$203.00
Conduit/Duke	140'@10.00/ft.	$1400.00

New Work

Conduit	290' @ 13.25/ft.	$3851.00
Wire	1160' @ $8.53/ft.	$9887.00

Sincerely,

Aaron Nadaskay

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

September 09, 2024

Summary:	PROPOSAL
Reference #:	1054-548759
Due Date:	9/9/2024

KOCH CONSTRUCTION
1417 SWANK AVE
PO BOX 1965
SEBRING, FL 33871-1965

863-385-8649

Job Name:
KC P548759
TRAFFIC OPS ASI 1
SERVICE WIRE

863-385-8649

We Hereby Submit Specifications And Estimates For:

EXTENDING THE SERVICE WIRE TO THE ROAD

CREDIT FOR CONDUIT AND WIRE PER PRINT.
-$3,043

PRICE TO INSTALL CONDUIT AND WIRE FROM BUILDING TO NEW TRANSFORMER LOCATION PER PRINT E201 ASI #1 DATED 8/2924
PRICE IS BASED ON THE FOLLOWING:
1.) DISTANCE FROM THE EXISTING CONDUIT STUB TO THE BASE OF THE DUKE ENERGY POLE BEING NO MORE THAN 145' STRAIGHT LINE.
2.) CONDUIT WILL BE INSTALLED USING A TRENCHER. ELECTRICAL CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING BURIED CONDUITS/ITEMS.
3.) CONDUIT NEED TO BE INSTALLED BEFORE THE PARKING ASPHALT AND ASPHALT BASE IS INSTALLED.
4.) CONDUIT WILL STOP AT THE BASE OF THE DUKE ENERGY POLE PER INDUSTRY STANDARDS.
INSTALL CONDUIT $3,851
INSTALL WIRE $9,887

NOTE IF DIRECTIONAL BORE IS NEEDED ADD $2,050

TOTAL PRICE DIFFERENCE
$10,695

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from November 5-18, 2024

Attachments: