HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, December 19, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

County offices closed December 25-26, 2023, in observance of the Christmas and day after Christmas holidays.

The Affordable Housing Advisory Committee will have a regular meeting at 3:30 p.m., on Wednesday, December 20, 2023, in the Engineering Training Room, 505 S. Commerce Ave., Sebring

County offices closed Monday, January 1, 2024, in observance of the New Year's Day holiday.

The Highlands County Board of County Commissioners will have a regular meeting at 9:00 a.m., on Thursday, January 4, 2024, in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to approve Amendment No. 2 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from December 31, 2023, to June 30, 2024.*
Leah Sauls, Development Services Director
No additional fiscal impact from the original Agreement.
EXECUTED_FWC_Contract_20126-A1_Highlands_County_Amendment2.pdf
20126-A2 Highlands County.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee-scan.pdf

8.B *Request adoption of Resolution 23-24-31 for Budget Amendment 23-24-023 for Road*

and Bridge Project #22052 rollover balance from FY 22/23 to the current FY 23/24.
Jonathan Harrison, Road and Bridge Director
There is no fiscal impact. FY 22/23 funded project rollover.
23-24-023R Proj 22052 Post Frame Bldg Clean-Up (Resolution).pdf
23-24-023 Proj 22052 Post Frame Bldg Clean-Up (BA).pdf

8.C *Request adoption of Resolution 23-24-43 amending the adopted FY 23-24 Engineering Fee Schedule by adding an Encroachment Agreement Fee.*
JD Langford, P.E., County Engineer
The fiscal impact to Fund 110 (Transportation Trust) will be an increase in Revenue but is indeterminable at this time until the fee schedule is set.
Resolution 23-24-43 amend Engineering fee schedule.sgs.pdf

8.D *Request approval of Budget Amendment 23-24-022 to transfer the shortfall of $1,190.00 for the CFS approved Animal Control Vehicle from the CFS approved Patrol Vehicles.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as $1,190.00 is being transferred from cost center 3101B (Sheriff – 151), account 56400 (Machinery & Equipment) to cost center 5106A (Animal Control – 151), account 56400.
23-24-022 Xfer CFS Funding from 3101B to 5106A (BA).pdf

8.E *Request approval to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road and Bridge for the Highlands County Junior Livestock Showat the Highlands County Fair.*
Clinton Howerton, Jr., P.E. County Engineer and Jonathan Harrison, Road and Bridge Director.
Landfill staff estimates the fair will generate approximately 11 tons of waste at a cost of $45.00 per ton for a total of $495.00. The figures are based upon staff estimate of two (2) roll off bins. In addition, Road and Bridge estimates total cost, including delivery and removal is to be approximately $1,900.00, which includes donation of sand, delivery, and cost to haul away after the Highlands County Fair is completed.
Agenda Item - Highlands Junior Livestock Memo.pdf

8.F *Request approval to surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health , Polk County.*
Jennifer Roth, Administrator
Florida Department of Health Highlands County
No fiscal impact.
Health dept surplus list for Dec 19.pdf

8.G *Request approval of Budget Amendment 23-24-027 to reallocate funds within Fund 151 for the purchase of a Ford (one) 1 ton diesel flatbed 4 X 4 cab and chassis.*
JD Langford, P.E., County Engineer
There is no fiscal impact to the overall budget as the funds were budgeted within the FY 23-24 Budget in Project 21035 (Capital Outlay <25K). This Budget Amendment is simply reallocating funds to the correct cost center and account within the fund and transferring funds from the project to Cost Center 4102A, (Transportation Projects) Account 56400 (Machinery and Equipment) in the amount of $7,950.00.
23-24-027 Traffic Ops Flatbed Trk Add'l Funding (BA).pdf
Executed Waiver, Agenda Item & Quote.pdf

8.H *Request approval of Resolution 23-24-37 for Budget Amendment 23-24-025 to realign funds for Oleander St.*
Jonathan Harrison, Road and Bridge Director
The net fiscal impact is an increase in the amount of $64,426.28 to Project #23026 (Oleander St.).
23-24-025R Highlands Park Est Imp Tr Xfer to Proj 23026 Oleander St (Resolution).pdf
23-24-025 Highlands Park Est Imp Tr Xfer to Proj 23026 Oleander St (BA).pdf

8.I *Request Approval for Construction Manager at Risk Agreement with Marmer Construction, Inc.*
Brandon Gunn, Facilities Director
Tanya Cannady, Business Services Director
Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed $2,000,000 or rehabilitation or renovation projects may not to exceed $1,000,000.
CMAR.Marmer Contract.pdf

8.J *Request Approval for Construction Manager at Risk Agreement with E.O. Koch Construction, Inc.*
Brandon Gunn, Facilities Director
Tanya Cannady, Business Services Director
Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed $2,000,000 or rehabilitation or renovation projects may not to exceed $1,000,000.
CMaR.EO Koch 12-06-2023.pdf

8.K *Request approval of award for the Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Diversity Conservation Section for habitat management assistance in optimizing gopher tortoise carrying capacity at Grassy Lake Scrub.*
Dawn Ritter, Natural Resources Manager
Increase to Conservation Trust Fund 129, cost center 6307, a total of $6,500.
Highlands Award Letter 2023-24.pdf

8.L *Request to approve Professional Services Amendment #1 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.*
Mitchell D. Thomas, P.E. - Critical Infrastructure Project Manager
No fiscal impact since the Amendment #1 fee of $230,100 added to the total consultant fees (KHA and Geosyntec) of $1,347,946 totals $1,578,046 which is budgeted in Project 21099 (SRF Drainage Improvement Study), and Fund 151 (Infrastructure Surtax).
KimleyHorn.Water-Drainage Studies.Amendment1.pdf

8.M *Request approval of the minutes from the September 19, 2023 Regular Meeting of the Board and the minutes from the September 19, 2023 Budget Public Hearing September 19, 2023.*
091923REG.pdf
091923BudgetPH.pdf

8.N *Request adoption of Resolution 23-24-44 for Budget Amendment 23-24-030 to appropriate CARE Award donation.*
David Nitz, OMB Manager

The fiscal impact is an increase to Fund 005 (General) and Fund 110 (Transportation Trust) in the amounts of $1,500.00 and $350.00, respectively. Funds will be appropriated in cost center 4500 (Critical Infrastructure-Exec), cost center 5200 (Community Programs), and cost center 4200 (Road & Bridge) in the amounts of $1,000.00, $500.00, and $350.00, respectively, for a total of $1,850.00.
23-24-030 Comm. CARE Awards Donation (BA).pdf
23-24-030R Comm. CARE Awards Donation (Resolution).pdf

8.O *Request approval of Local Mitigation Strategy Working Group Organizations for Calendar Year 2024.*
Corey Amundsen, Emergency Management Manager
LMS.WG representation CY 2024 (1).pdf
LMS.WG Invitation to participate CY 2024.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-623SS for two (2) parcels totaling an approximate 3.82-acres, from Agriculture (AG) to Medium Density Residential (RM).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-623SS for BCC Samuelsson & Foster.pdf
Application CPA-23-623SS Samuelsson & Foster.pdf
Ordinance CPA-23-623SS Samuelsson & Foster.pdf
Ordinance Fiscal Impact form.sgs.pdf

10.B *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-625SS, for two (2) parcels totaling an approximate 9.57-acres, from Agriculture (AG) and Industrial (I) to Commercial (C).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-625SS for BCC Trademark Custom Construction Inc.pdf
Application CPA-23-625SS Trademark Custom Construction Inc.pdf
Ordinance CPA-23-625SS Trademark Custom Construction Inc.pdf
Ordinance Fiscal Impact form.sgs.pdf

10.C *Public hearing to consider adoption of P&Z Hearing No. 2139, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 9.57-acres, from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2139 for BCC Trademark Custom Construction.pdf
Application P&Z 2139 Trademark Custom Construction.pdf
Resolution P&Z 2139 Trademark Custom Construction.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2140, changing the Official Zoning Atlas for an approximate 4.79-acre parcel, from Estate District (EU) to Mobile*

Home Parks District with a Conditional Use (M-2 CU).
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2140 for BCC Daniel Littlefield Trust.pdf
Application P&Z 2140 Daniel Littlefield Trust.pdf
Resolution P&Z 2140 Daniel Littlefield Trust.pdf

10.E *Public hearing to consider transmittal of Large Scale Comprehensive Plan Future Land Use Amendment CPA-23-627LS, for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands (CM) to Agriculture (AG) to the Florida Department of Commerce and review agencies for Expedited State Review.*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-627LS for BCC 5 Iron LLC.pdf
Application CPA-23-627LS 5 Iron LLC.pdf
Ordinance CPA-23-627LS 5 Iron LLC.pdf
Ordinance Fiscal Impact form.sgs.pdf

10.F *Public hearing to consider adoption of P&Z Hearing No. 2142, changing the Official Zoning Atlas for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands District (CM) to Agricultural District (AU).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2142 for BCC 5 Iron LLC.pdf
Application P&Z 2142 5 Iron LLC.pdf
Resolution P&Z 2142 5 Iron LLC.pdf

10.G *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-628SS, for an approximate 3.07-acre parcel, from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-628SS for BCC City of Sebring.pdf
Application CPA-23-628SS City of Sebring.pdf
Ordinance CPA-23-628S City of Sebring.pdf
Ordinance Fiscal Impact form.sgs.pdf

10.H *Public hearing to consider adoption of P&Z Hearing No. 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel, from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2144 for BCC City of Sebring.pdf
Application P&Z 2144 City of Sebring.pdf
Resolution P&Z 2144 City of Sebring.pdf

10.I *Public hearing to consider adoption of proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.*

Rachel Barry, Zoning Supervisor/Interim Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2136 for BCC LDRs TUP amendment.pdf
Ord. No. 23-24-07 - TUP Amendments.pdf
P&Z 2136 Ordinance Fiscal Impact form.pdf

11 ACTION AGENDA

11.A *Request adoption of Resolution 23-24-45 for Budget Amendment 23-24-032 to roll forward and setup funding within the Special Law Enforcement Trust Fund.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 170 (Special Law Enforcement) and the overall budget in the amount of $294,000.00 which is being setup in cost center 3106 (Confiscated Property – Federal) and cost center 3107 (Confiscated Property – State) in the amounts of $134,000 and $160,000, respectively and appropriated in several accounts.
23-24-032 Sheriff Confiscated Property Fund 170 (BA).pdf
23-24-032R Sheriff Confiscated Property Fund 170 (Resolution).pdf

11.B *Request adoption of Resolution 23-24-42 extending the Certificate of Public Convenience and Necessity for Affordable Transport, Inc.*
Dustin Fitch, Interim Deputy Chief
There is no fiscal impact.
Resolution 223.24.42_ATI COPCN EXT.sgs.pdf

11.C *Request adoption of Resolution 23-24-38 for Budget Amendment 23-24-026 for reallocating funds to Project #21104 (Spring Lake Fire Station 20)*
Mitchell D. Thomas, P.E., Project Mgr. Drainage Infrastructure
The fiscal impact will be an increase to Fund 181 (Fire Assessment) in the amount of $350,000.00 and will be appropriated in Project 21104 (Spring Lake Fire Station 20).
23-24-026 Proj 21104 Spring Lk Fire St 20 Add'l Funding (BA).pdf
23-24-026R Proj 21104 Spring Lk Fire St 20 Add'l Funding (Resolution).pdf

11.D *Request adoption of Resolution 23-24-41 approving Supplemental Agreement No. 1 between the State of Florida Department of Transportation (FDOT) and Highlands County for additional construction funding for the resurfacing of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue and adoption of Resolution 23-24-032 for Budget Amendment 23-24-024.*
James D. Langford, P.E., County Engineer
The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $595,308.00 and will be appropriated in Project 14015 (Webster Turn Dr Resurfacing).

Res. 23-24.41.FDOT Project 446366-1-54-01 -add 100K.sgs.pdf
23-24-024 Proj 14015 Webster Turn Add'l Funding (BA).pdf
23-24-024R Proj 14015 Webster Turn Add'l Funding (Resolution).pdf

11.E *Request adoption of Resolution 23-24-39 for Budget Amendment 23-24-028 to rollover encumbrances from FY 22/23 into FY 23/24.*
David Nitz, OMB Manager
The fiscal impact will be an increase to the overall budget in the amount of $7,968,951.89

by rolling forward authorized expenditures in FY 22/23 into FY 23/24 to be paid within FY 23/24. The following funds were affected: Fund 005 General ($1,798,884.32), Fund 110 Transportation Trust ($3.000), Fund 151 Infrastructure Surtax ($2,907,355.82), Fund 152 Tourist Development Trust ($27,000), Fund 166 SHIP ($188,602.38), Fund 176 State Court Facilities Trust ($1,675), Fund 180 Building ($84,424.08), Fund 181 Fire Assessment ($259,434.85), Fund 350 HCISSR LTD Capital ($1,035,470), HCFPIRN LTD Capital ($93,165.13), Fund 401 Solid Waste ($1,569,850.11), and Fund 420 Energy Recovery ($90.20).

23-24-028 Encumbrance Roll (BA).pdf

23-24-028R Encumbrance Roll (Resolution).pdf

12 COUNTY ADMINISTRATOR AND LEGAL

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

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to December 5, 2023, to December 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: December 19, 2023

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request to approve Amendment No. 2 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from December 31, 2023, to June 30, 2024.**

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

Move to approve Amendment No. 2 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from December 31, 2023, to June 30, 2024.

FISCAL IMPACT

No additional fiscal impact from the original Agreement.

Attachments: EXECUTED_FWC_Contract_20126-A1_Highlands_County_Amendment2.pdf
20126-A2 Highlands County.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee - scan.pdf

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #1

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

CHANGES TO THE CONTRACT

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

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

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

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

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until December 31, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by December 31, 2023.**

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

SIGNATURES

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

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

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kathleen D. Rapp	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.01.13 12:19:01 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kathleen D. Rapp	Brian G. Smith
Print Name	Print Name
Chairperson	Lieutenant Colonel
Title	Title
November 1, 2022	1/13/23
Date	Date

BOARD OF COUNTY COMMISSIONERS SEAL

ATTACHMENTS

Attachments in this Agreement include the following:

- No Attachments

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

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

CHANGES TO THE CONTRACT

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

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

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

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

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

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

SIGNATURES

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

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

SUBJECT/TITLE: **Request to approve Amendment No. 2 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from December 31, 2023, to June 30, 2024.**

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

Move to approve Amendment No. 2 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from December 31, 2023, to June 30, 2024.

FISCAL IMPACT

No additional fiscal impact from the original Agreement.

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

8C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

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

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

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

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

FISCAL IMPACT

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

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

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20126

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

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

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

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

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

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

1. **PROJECT DESCRIPTION.**

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

2. **PERFORMANCE.**

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

3. **AGREEMENT PERIOD.**

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

4. **COMPENSATION AND PAYMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **MONITORING.**

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

8. **TERMINATION.**

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

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

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

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

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

9. **REMEDIES.**

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

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

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

10. **NOTICES AND CORRESPONDENCE.**

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

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

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

11. **AMENDMENT.**

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

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

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

12. **PROPERTY RIGHTS.**

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

A. Intellectual and Other Intangible Property.

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

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

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

B. Purchase or Improvement of Real Property

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

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

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

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

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

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

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

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

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

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

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

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

13. RELATIONSHIP OF THE PARTIES.

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

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

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

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

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

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

14. **SUBCONTRACTS.**

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

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

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

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

15. **MANDATORY DISCLOSURE.**

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

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

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

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

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

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

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. **INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. **SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. **PUBLIC RECORDS.**

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

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

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. **FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. **FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Highlands County Board of County Commissioners

Signature

Name: Scott Kirouac

Title: Chairman

Date: March 16, 2021

BOARD OF COUNTY COMMISSIONERS SEAL

Florida Fish and Wildlife Conservation Commission

Gregg Eason Digitally signed by Gregg Eason Date: 2021.03.29 10:52:35 -04'00'

Executive Director (or designee)

Name: Gregg Eason

Title: Lt. Colonel/Deputy Director

Date: 03/29/2021

Approved as to form and legality:

Brandy C. Elliott

FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
Attachment	C	Subrecipient Certifications and Assurances
Attachment	D	Cost Reimbursement Requirements
Attachment	E	Boating Access Performance Tracking and Reporting Forms
Attachment	F	Notice of Grant Agreement (Site Dedication)
Attachment	G	Monitoring Guidelines

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #1

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

CHANGES TO THE CONTRACT

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

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

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

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

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until December 31, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by December 31, 2023.**

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

SIGNATURES

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

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

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kathleen D. Rapp	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.01.13 12:19:01 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kathleen D. Rapp	Brian G. Smith
Print Name	Print Name
Chairperson	Lieutenant Colonel
Title	Title
November 1, 2022	1/13/23
Date	Date

BOARD OF COUNTY COMMISSIONERS SEAL

ATTACHMENTS

Attachments in this Agreement include the following:

- No Attachments

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

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

CHANGES TO THE CONTRACT

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

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

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

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

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

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

SIGNATURES

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Jonathan Harrison, Road and Bridge Director**
SUBJECT/TITLE:	**Request adoption of Resolution 23-24-31 for Budget Amendment 23-24-023 for Road and Bridge Project #22052 rollover balance from FY 22/23 to the current FY 23/24.**

STATEMENT OF ISSUE

This resolution and budget amendment are requesting to rollover project funds for Project 22052 Post Frame Buildings in the amount of $49,235.26 with a net fiscal impact of $0.00.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-31 for Budget Amendment 23-24-023 for Road and Bridge Project #22052 rollover balance from FY 22/23 to the current FY 23/24.

FISCAL IMPACT

There is no fiscal impact. FY 22/23 funded project rollover.

Attachments: 23-24-023R Proj 22052 Post Frame Bldg Clean-Up (Resolution).pdf
23-24-023 Proj 22052 Post Frame Bldg Clean-Up (BA).pdf

RESOLUTION NO. 23-24-31

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-023 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-023 is hereby approved and authorized to rollover project funds for Project 22052 Post Frame Building in the amount of $84,373.08.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
November 30, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/13/2023** SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **22052** PROJECT TITLE(S): **Post-Frame Building** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3999100Z**	**Project Fd Balance Forward**	**22052**	**0.00**	**84,373.08**		**84,373.08**
E	**151**	**4102A**	**56200Z**	**Project Buildings**	**22052**	**93,251.68**	**84,373.08**		**177,624.76**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **22/23 Project Rollover and balancing of project 22052 for 23/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-023**

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: December 19, 2023

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-43 amending the adopted FY 23-24 Engineering Fee Schedule by adding an Encroachment Agreement Fee.**

STATEMENT OF ISSUE

The Highlands County Engineering Department staff is proposing to revise the existing Fee Schedule for FY 23-24. Resolution 23-24-43 addresses the Adoption of a New Fee for Encroachment Agreements. It is necessary to establish a fee so that staff time is paid for when handling Encroachment Agreements for the public.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-43 amending the adopted FY 23-24 Engineering Fee Schedule by adding an Encroachment Agreement Fee.

FISCAL IMPACT

The fiscal impact to Fund 110 (Transportation Trust) will be an increase in Revenue but is indeterminable at this time until the fee schedule is set.

Attachments: Resolution 23-24-43 amend Engineering fee schedule.sgs.pdf

RESOLUTION NO. 23-24-43

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ADOPTION OF FEES ASSOCIATED WITH PETITIONING THE COUNTY FOR THE VACATION OF EASEMENT INTERESTS OWNED AND CONTROLLED BY THE COUNTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ESTABLISHMENT OF NEW FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, County's budget and financial policies require that to the extent possible and reasonable, County services should be supported by fees and charges in order to provide maximum flexibility in the use of general County taxes to provide for a broader public benefit; and

WHEREAS, Highlands County has enacted Resolution 22-23-143, adopting a policy for the vacation of easement interests owned and controlled by the County and the processing of such vacation applications will include review and consideration of property information, permits, maps, site plans, topography, and/or other matters, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a County to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the County; and

WHEREAS, it is fiscally prudent and appropriate for the County, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the County; and

WHEREAS, the City has determined that the fees set forth herein are equitable and necessary for the processing of vacation applications submitted to the County; and

WHEREAS, the County has determined that it is in the best interest of its citizens to impose the fees set forth herein.

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 New Fees. The following new fee which provides an alternative option related to denial of a petition for vacation of easement or right of way interest, owned and/or controlled by the County, are hereby established:

ALTERNATIVE ACTION	FEE
Encroachment Agreement	$300.00

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 adoption of new fees related to the vacation of easement or right of way interest, owned and/or controlled by the County, 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 City Attorney, may be corrected.

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED, this 19 day of December , 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 19, 2023

PRESENTER:	**Paul Blackman, Sheriff**
SUBJECT/TITLE:	**Request approval of Budget Amendment 23-24-022 to transfer the shortfall of $1,190.00 for the CFS approved Animal Control Vehicle from the CFS approved Patrol Vehicles.**

STATEMENT OF ISSUE

This budget amendment is necessary to transfer the shortfall of $1,190.00 for the CFS approved Animal Control Vehicle from the CFS approved Patrol Vehicles.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-022 to transfer the shortfall of $1,190.00 for the CFS approved Animal Control Vehicle from the CFS approved Patrol Vehicles.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as $1,190.00 is being transferred from cost center 3101B (Sheriff – 151), account 56400 (Machinery & Equipment) to cost center 5106A (Animal Control – 151), account 56400.

Attachments: 23-24-022 Xfer CFS Funding from 3101B to 5106A (BA).pdf

REVIEWED
O.M.B DEPARTMENT
November 30, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/9/2023** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **3101B, 5106A**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Sheriff - 151, Animal Control - 151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**3101B**	**56400**	**Machinery & Equipment**		**955,000.00**		**1,190.00**	**953,810.00**
E	**151**	**5106A**	**56400**	**Machinery & Equipment**		**131,523.00**	**1,190.00**		**132,713.00**
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer the shortage of $1,190.00 for the CFS approved Animal Control Vehicle from the CFS approved Patrol Vehicles.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-022**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Clinton Howerton, Jr., P.E. County Engineer and Jonathan Harrison, Road and Bridge Director.**
SUBJECT/TITLE:	**Request approval to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road and Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair.**

STATEMENT OF ISSUE

The Highlands County Junior Livestock Committee is requesting that the Board waive the landfill tipping fees for waste collected during the Highlands County Youth Livestock Show at the Highlands County Fair. The fair is scheduled for February 2, 2024 to February 10, 2024. The requested sand will be delivered prior to the start of the fair and the waste will be hauled to the Landfill the week of and week after the event. The Highlands County Junior Livestock Committee's request for waived tipping fees have been approved in the past with actual costs up to or below the fiscal impact amounts illustrated below.

RECOMMENDED ACTION

Move to approve waiving of the Landfill tipping fees and the donation, delivery and haul away of up to 9 loads of clean sand by Road and Bridge for the Highlands County Junior Livestock Committee at the Highlands County Fair.

FISCAL IMPACT

Landfill staff estimates the fair will generate approximately 11 tons of waste at a cost of $45.00 per ton for a total of $495.00. The figures are based upon staff estimate of two (2) roll off bins. In addition, Road and Bridge estimates total cost, including delivery and removal is to be approximately $1,900.00, which includes donation of sand, delivery, and cost to haul away after the Highlands County Fair is completed.

Attachments: Agenda Item - Highlands Junior Livestock Memo.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: DECEMBER 19, 2023

PRESENTERS: **Clinton Howerton, Jr., P.E., County Engineer and Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road and Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair**

STATEMENT OF ISSUE

The Highlands County Junior Livestock Committee is requesting that the Board waive the landfill tipping fees for waste collected during the Highlands County Fair. The fair is scheduled for February 2, 2024 to February 10, 2024. The waste will be hauled to the Landfill the week of the event. The Highlands County Junior Livestock Committee's request for waived tipping fees have been approved in the past.

The Highlands County Junior Livestock Committee has requested the Board of County Commissioners to donate, deliver and haul away to the Landfill (after the fair is over) up to 9 loads of clean sand to be used during the 2024 Highlands County Fair. There will be no charges associated with the Landfill disposal. A letter from the Highlands County Fair Livestock Committee is included in the agenda back up, as well as, a list of historical requests made by the Highlands County Fair Livestock Committee.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fees, and the donation, delivery and haul away of up to 9 loads of clean sand by Road and Bridge for the Highlands County Junior Livestock Committee at the Highlands County Fair.

FISCAL IMPACT

Landfill staff estimates the fair will generate approximately 11 tons of waste at a cost of $45.00 per ton for a total of $495.00. The figures are based upon staff estimate of two (2) roll off bins. In addition, Road, and Bridge estimates total cost, including delivery and removal is to be approximately $1,900.00, which includes donation of sand, delivery, and cost to haul away after the Highlands County Fair is completed.

Attachments: 2024 Letter - Request to Waive Landfill Tipping Fees.pdf
2024 Letter – Request of Sand.pdf
Template-Table of Waived Tipping Fees – December 2023.pdf
Fair Assoc Previous 2022-2023.pdf

HIGHLANDS COUNTY
JUNIOR LIVESTOCK
COMMITTEE
P.O. BOX 1425
SEBRING, FL
33871
highlandsjuniorlivestock@gmail.com

November 5, 2023

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

RE: Waiver of Landfill Tipping Fees

Dear Honorable Commissioners:

The Highlands County Junior Livestock Show provides the opportunity for over 300 Highlands County students to develop work ethic, financial responsibility, sportsmanship and a better knowledge of agricultural production. This year, the following record number of animal exhibits have been registered: 43 heifers, 43 steers, 163 swine, 69 goats, 29 poultry and 13 rabbits. Animals begin arriving at the Highlands County Fair beginning on Friday, February 2, 2024, and depart on Saturday, February 10, 2024.

On behalf of the Highlands County Junior Livestock Committee, I would like to request the landfill tipping fees be waived for the livestock waste generated during the 2024 Junior Livestock Show at the Highlands County Fair.

We appreciate your past support of this program and thank you for your consideration of this year's request.

Respectively Submitted,

Noah A. Handley

HIGHLANDS COUNTY
JUNIOR LIVESTOCK
COMMITTEE
P.O. BOX 1425
SEBRING, FL
33871
highlandsjuniorlivestock@gmail.com

November 13, 2023

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

RE: Request for Sand

Dear Honorable Commissioners:

The Highlands County Junior Livestock Show provides the opportunity for over 300 Highlands County students to develop work ethic, financial responsibility, sportsmanship and a better knowledge of agricultural production. This year, the following record number of animal exhibits have been registered: 43 heifers, 43 steers, 163 swine, 69 goats, 29 poultry and 13 rabbits. Animals begin arriving at the Highlands County Fair beginning on Friday, February 2, 2024, and depart on Saturday, February 10, 2024.

On behalf of the Highlands County Junior Livestock Committee, I would like to request up to nine (9) loads of sand to be provided and delivered to the Highlands County Fairgrounds prior to the 2024 Highlands County Fair and Junior Livestock Show. The sand will be utilized by the youth exhibitors of Highlands County for bedding of their animals throughout the week and for use in the show arena. As in years past, we request the removal of the sand for alternative BOCC purposes at the conclusion of the 2024 Highlands County Fair. The sand for removal will be stockpiled in a central location for ease of BOCC staff removing the material.

We greatly appreciate your past support of this program and your continued support of the youth in our community, and thank you for your consideration of this year's request.

Respectively Submitted,

Noah A. Handley

HIGHLANDS COUNTY LANDFILL
TIPPING FEES WAIVED
Highlands County Junior Livestock Commitee

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2020						
1631335	2/18/2020	2002	7.29	$ 45.00	$328.05	Board waived fees - Highlands County Junior Livestock Commitee
1631361	2/18/2020	2002	1.05	$ 45.00	$47.25	
			8.34		**$375.30**	
2021						
1667781	2/16/2021	2002	3.27	$ 45.00	$ 147.15	Board waived fees - Highlands County Junior Livestock Commitee
1668548	2/22/2021	2002	6.45	$ 45.00	$ 290.25	
			9.72		**$ 437.40**	
2022						
1705831	2/9/2022	2002	4.92	$ 45.00	$ 221.40	Board waived fees - Highlands County Junior Livestock Commitee
1706419	2/14/2022	2002	6.59	$ 45.00	$ 296.55	
			11.51		**$ 517.95**	
2023						
1748978	2/9/2023	2002	5.9	$45.00	$265.50	Board waived fees - Highlands County Junior Livestock Commitee
			5.9		**$ $265.50**	

PREVIOUS ASSITANCE TO THE FAIR ASSOCIATION

Delivered 2 loads of shell to the Highlands County Fair Association
With a fiscal impact of $625.95 10/15/2013

Delivered 10 loads of fill material to the Highlands County Fair Association
With a fiscal impact of $894.45 12/16/2014

Repair of a washout around a structure at the edge of the parking lot.
With a fiscal impact of $2,293.94 1/20/2015

Delivered 10 loads of fill dirt to the Highlands County Fair Association
With a fiscal impact of $908.30 11/17/2015

Delivered 11 loads of fill dirt to the Highlands County Fair Association Junior
With a fiscal impact of $999.13 11/1/16

Delivered 10 loads of fill dirt to the Highlands County Fair Association. With a fiscal impact of $950.00 1/16/2018

Delivered and hauled away 7 loads of fill dirt to Highlands County Fair Association Junior Livestock with a fiscal impact of $1575.00. 2019

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,600.00. 12/2019

Delivered 3 loads of stabilizer to be used on the vacant lot for parking with a fiscal impact of approximately $600.00. 12/2019

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,400.00. 12/2020

Loaded and hauled away sand used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,599.00. 2/22/2021

Delivered 5 loads of sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $531.00. 1/18/2022

Hauled away sand used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $827.00. 2/22/2022

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,840.85. 02/2023

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Jennifer Roth, Administrator** **Florida Department of Health Highlands County**
SUBJECT/TITLE:	**Request approval to surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health , Polk County.**

STATEMENT OF ISSUE

The Florida Department of Health of Highlands County no longer operates a dental program and is requesting to donate the dental clinic equipment to Florida Department of Health in Polk County.

RECOMMENDED ACTION

Move to approve surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health, Polk County.

FISCAL IMPACT

No fiscal impact.

Attachments: Health dept surplus list for Dec 19.pdf

November 30, 2023

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

Dear Board Members,

The Florida Department of Health in Highlands County hereby requests authorization to donate our unused dental clinic equipment to the Florida Department of Health in Polk County. A complete listing of the specific items to be included in this donation is attached for your review.

Thank you for your timely consideration of this request.

Sincerely,
Jennifer Roth
Authority Delegated

Jennifer C. Roth
Administrator
Florida Department of Health
Highlands County

HIGHLANDS COUNTY BOCC SURPLUS FORM

DATE: 11/29/2023

	PLEASE COMPLETE ALL AREAS BELOW & FAX TO R&B WAREHOUSE 402-7425 ANY QUESTION PLEASE CALL 402-6527			
SURPLUS ITEM # ASSIGNED BY WHS	FIXED ASSET # OR COST CENTER	DESCRIPTION	MAKE / MODEL COMPUTER OPERATING SPEED // ETC	GENERAL COMMENTS - CONDITION
	HD922	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD923	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD924	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD925	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD926	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD927	Dental Cabinet	MCC	Good condition, has not been use in over 10 years
	HD938	Dental Chair	Royal	Retired
	HD939	Dental Chair	Royal	Retired
	HD940	Dental Chair	Royal	Retired
	HD954	Dental Chair	Royal	Good condition

Remember if your Item has a (FA) Fixed Asset Number, a Disposition Form will need to be filled out.

Signature of Dept. Head or Agency Supervisor

FL DEPT OF HEALTH 863-382-7201
Department or Agency Phone #

PLEASE SUBMIT ALL MANUALS, SOFTWARE, CD'S ETC

HIGHLANDS COUNTY BOCC SURPLUS FORM

DATE: 11/29/2023

	PLEASE COMPLETE ALL AREAS BELOW & FAX TO R&B WAREHOUSE 402-7425 ANY QUESTION PLEASE CALL 402-6527			
SURPLUS ITEM # ASSIGNED BY WHS	FIXED ASSET # OR COST CENTER	DESCRIPTION	MAKE / MODEL COMPUTER OPERATING SPEED // ETC	GENERAL COMMENTS - CONDITION
	HD861	Alabama cart/Dental		Retired
	HD863	Alabama cart/Dental		Retired
	HD	Alabama cart/Dental		Retired
	HD	Alabama cart/Dental		Retired
	HD790	Ceiling light over dental chair HD938		
	HD791	Ceiling light over dental chair HD939		
Remember if your Item has a (FA) Fixed Asset Number, a Disposition Form will need to be filled out.		Signature of Dept. Head or Agency Supervisor FL DEPT OF HEALTH 863-382-7201 Department or Agency Phone #		PLEASE SUBMIT ALL MANUALS, SOFTWARE, CD'S ETC

HIGHLANDS COUNTY BOCC SURPLUS FORM

DATE: 11/29/23

	PLEASE COMPLETE ALL AREAS BELOW & FAX TO R&B WAREHOUSE 402-7425 ANY QUESTION PLEASE CALL 402-6527			
SURPLUS ITEM # ASSIGNED BY WHS	FIXED ASSET # OR COST CENTER	DESCRIPTION	MAKE / MODEL COMPUTER OPERATING SPEED // ETC	GENERAL COMMENTS - CONDITION
	Not tagged	All blue stools/chairs for dental asst./Dr		
	Not tagged	2 cabinets with overhead doors and lower drawers		
	Not tagged	Lead aprons with wall mounts		
	Not tagged	Desk with hutch		
	Not tagged	Computer wall mounts		
	Not tagged	Surgical instruments/hand pieces and oiling station		
Remember if your Item has a (FA) Fixed Asset Number, a Disposition Form will need to be filled out.		Signature of Dept. Head or Agency Supervisor FL DEPT OF HEALTH 863-382-7201 Department or Agency Phone #		PLEASE SUBMIT ALL MANUALS, SOFTWARE, CD'S ETC

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19,2023

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

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-027 to reallocate funds within Fund 151 for the purchase of a Ford (one) 1 ton diesel flatbed 4 X 4 cab and chassis.**

STATEMENT OF ISSUE

When staff was preparing the FY 23-24 budget for the Engineering equipment allocation funds were budgeted for the purchase of a Ford One (1) diesel flatbed 4 X 4 cab and chassis. The estimated cost of the vehicle was $54,200.00 when the budget was submitted for review in April 2023. Since that time, costs have increased and the quote for a truck is now $62,713.05. Funds were budgeted in Cost Center 4102A, Account 56400 in the amount of $54,780.92. This Budget Amendment is necessary to reallocate an additional $7,950.00 within Fund 151.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-027 to reallocate funds within Fund 151 for the purchase of a Ford 1 ton diesel flatbed 4 X 4 Cab and Chassis.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 23-24 Budget in Project 21035 (Capital Outlay <25K). This Budget Amendment is simply reallocating funds to the correct cost center and account within the fund and transferring funds from the project to Cost Center 4102A, (Transportation Projects) Account 56400 (Machinery and Equipment) in the amount of $7,950.00.

Attachments: 23-24-027 Traffic Ops Flatbed Trk Add'l Funding (BA).pdf
Executed Waiver, Agenda Item & Quote.pdf

BOARD OF COUNTY COMMISSIONERS

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

REVIEWED
O.M.B DEPARTMENT
December 06, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: **12/6/2023** SUBMITTED BY: **JD Langford, P.E., County Engineer**

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

PROJECT(S) #: **21035** PROJECT TITLE(S): **Capital Outlay < 25K** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**2111A**	**56400Z**	**Project Equipment**	**21035**	**89,054.09**		**7,950.00**	**81,104.09**
E	**151**	**4102A**	**56400**	**Machinery & Equipment**		**161,000.00**	**7,950.00**		**168,950.00**

REASON: **This budget amendment is necessary to reallocate funds within Fund 151, Cost Center 2111A, Account 56400Z (Project Equipment) to Cost Center 4102A (Transportation Projects) to cover the shortfall of funds needed to purchase a 1 ton diesel flatbed 4X4 Cab & Chassis.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-027**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

8F

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 5, 2023

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

SUBJECT/TITLE: **Request authorization for the Chairman to execute the Duval Fleet release (waiver) to purchase the Ford F550 with an incomplete chassis and authorize the County Administrator to execute any necessary documentation to complete the final stage certification and compliance.**

STATEMENT OF ISSUE

Attached for your review and consideration is a revised quote from Duval Ford for a new Ford F550 diesel flatbed 4X4 extra cab & chassis truck. The purchase of this vehicle was approved in the adoption of the FY 23/24 Budget; however, as a cost savings measure, County staff is recommending to reuse the existing 2007 Dodge's flat bed and reinstall it on the new truck chassis. Since County staff will be installing the bed inhouse, the dealership is requiring the County to sign the waiver enclosed with the quote.

The waiver was reviewed and conditionally approved by the Count Attorney, and the required corrections were made.

RECOMMENDED ACTION

Request authorization for the Chairman to execute the Duval Fleet release (waiver) to purchase the Ford F550 with an incomplete chassis and authorize the County Administrator to execute any necessary documentation to complete the final stage certification and compliance.

FISCAL IMPACT

The truck is budgeted in Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects), Account 54600 (Machinery & Equipment) for fiscal year 23/24.

Attachments: QUOTE F550 CAB & CHASSIS REVISED 11-28-23.pdf

DUVAL Ford

Prepared for:

Highlands County
Edward "Eddie" Cardona
Traffic Operations Manager
Email: ecardona@highlandsfl.gov
Phone: 863-402-6536
Online: http://www.highlandsfl.gov
Address: 4330 George Blvd. Sebring, FL 33875

Contract Holder 11/20/23

Duval Fleet Sales
RICHARD TACKETT
(Work) 904-388-2144
(mobile) 904-343-6266
RICHARD.TACKETT@DUVALMOTOR.COM
405 Lane Avenue North
Jacksonville, FL 32258

$100

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Labor Rate

Parts Q

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and invoicing instructions are required on agency purchase order.

		Code	Equipment	UNIT PRICE	EXTENDED
0	1	X5H SOUTH	Item 31: Ford F550 4x4 Super Cab Chassis 60" CA	$ 62,813.00	$ 62,813.00
		99T.44G	6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision		
0	1	X5H.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	$ 2,018.90	$ 2,018.90
0	1	EXTERIOR	• Bumper – front, black painted • Fender vents – front • Fuel Tank — 40 gallon aft axle • Glass – solar-tinted • Grille – black painted • Scuff plates – front, color-coordinated • Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) • "Three Blink" Lane change signal • Tow hooks – front (2) • Trailer wiring – 7 wire harness w/relays, blunt cut & labeled • Wheels — F-350 SRW – 18" Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) • Windshield Wipers – intermittent	$ -	$ -
0	1	INTERIOR	• 8" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications • 12V Powerpoint, auxiliary • Air conditioning – single-zone, manual • Air conditioning vents – black w/chrome ring and knob • Cabin Air Particulate Filter • Door-trim – armrest/grab handle and reflector • Floor covering – black, full length vinyl • Mirror – rearview 11.5" day/night • Outside Temperature Display • Power Equipment Group • Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side) • Steering – power • Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control • Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead • Upfitter switches – 6 located in Overhead Console • Window – Rear, fixed	$ -	$ -

0	1	TECH	• Audible Lane Departure Warning • AutoLamp – Auto On/Off Headlamps • Cruise Control (Steering wheel-mounted) • Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB) • SYNC® 4— Enhanced Voice Recognition Communication and Entertainmen — 911 Assist® — 8" LCD Center Stack screen — AppLink® — Smart-Charging USB port – one (1) — Trailer Brake Controller • FordPass™ Connect 4G Wi-Fi Modem— 4G LTE Wi-Fi hotspot connects up to 10 devices1 — Remotely start, lock and unlock vehicle2 — Schedule specific times to remotely start vehicle2 — Locate parked vehicle2 — Check vehicle status	$ -	$ -
0	1	SAFETY	• AdvanceTrac® with RSC® (Roll Stability Control™) • Belt-Minder® (front safety belt reminder) • Driver and passenger frontal airbag; passenger side deactivation switch • Headlamps – Quad beam jewel effect halogen • Lamps – Roof marker/clearance – LED • Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals • Remote keyless entry • Safety Belts – w/height adjustment (front-outboard seating positions only) • Safety Canopy® System (incl. side-curtain airbags) • Stationary Elevated Idle Control (SEIC) • SecuriLock® Passive Anti-Theft System (PATS) • SOS Post-Crash Alert System	$ -	$ -
0	1	X4L	4.30 Ratio Limited Slip Rear Axle [NCO]	$ 381.15	$ 381.15
0	1	Trade	1GB3KZCL48F124956 AT 156013 MILES, Chassis only, no bed. Must be in running order	$ (2,500.00)	$ (2,500.00)
0	Lbr		**BASE CHASSIS QUOTE, Signed acknowedgement required, Tag and title require completed second stage manufacturer's certification of FMVSS requirements**		
UNIT COST					$ 62,713.05
TOTAL QUANTITY		1		*TOTAL PURCHASE*	$ 62,713.05

11/20/23

Highlands County
Edward "Eddie" Cardona
Traffic Operations Manager

Email ecardona@highlandsfl.gov
Phone: 863-402-6536
Online: http://www.highlandsfl.gov
Address: 4330 George Blvd. Sebring, FL 33875

Reg. Purchase orders:

The following Ford Vehicle order number(s) referenced below were requested for purchase using the Florida Sheriff's Association Purchasing contract 23-VEH-21 from Duval Ford LLC located at 1616 Cassat Avenue; Jacksonville, FL 32210 as incomplete chassis utilizing TBD. An incomplete chassis as defined by the manufacturer and stamped as such on the MSO (manufacturer's statement of origin) is an automobile not completed by a certified and properly qualified final-stage-manufacturer, and chassis does not adhere to applicable legal requirements for proper highway use or final registration. HIGHLANDS County assumes full liability pertaining to proper completion, certification, and compliance with State and Federal Highway Safety standards upon acceptance of said vehicle(s). Incomplete vehicles are ineligible for tag and title in Florida since final second stage manufacturing has not occurred. The Florida Department of Motor Vehicles and the Florida Department of Transportation, per Florida Statute requires the final certification of completion be documented. Proper second stage manufacturer's label affixed in door jam and final tare weight are mandatory evidence of final stage manufacture certifying the tare weight of the completed chassis is within the allowable vehicle GVWR requirement and eligible for registration in Florida. The undersigned representative of aforementioned agency releases dealer of record from any and all claims resulting from customer's responsibility for final stage manufacturing of motor vehicle and attests that said agency is qualified, and certified to properly complete, or sublet final stage manufacturing for motor vehicle identification numbers listed below. Customer further warrants that vehicles comply with all NHSTA, FDOT and DHSMV safety regulations and laws pertinent to final stage manufacturing. Improper final stage manufacturing and absence of proper certification sticker affixed in door jam **may void Manufacturer's new vehicle warranty**. Customer further acknowledges that the dealer of record has no responsibility in final completion and dealer is released by way of sale any liability associated with improper installations in final-stage vehicle manufacture.

ORDER NUMBER (s): TBD

By: Kevin J. Roberts

Kevin J. Roberts, Chairman

December 5, 2023
Date of Signature

Attest: J Kaszubowski

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

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

SUBJECT/TITLE: **Request approval of Resolution 23-24-37 for Budget Amendment 23-24-025 to realign funds for Oleander St.**

STATEMENT OF ISSUE

Budget Amendment 23-24-025 is hereby approved and authorized to transfer remaining funds from Fund 117 (Highlands Park Est. Impr. Trust) and transfer the available balance to Fund 151 (Infrastructure Surtax), Project #23026 (Oleander St), an increase in the amount of $64,426.28 for FY23/24. This unsurfaced roadway is 1,214' in length and was identified as the most optimal roadway to construct with the HPE Trust Funds based upon users and maintenance costs.

RECOMMENDED ACTION

Move to approve Resolution 23-24-37 for Budget Amendment 23-24-025 to realign funds for Oleander St.

FISCAL IMPACT

The net fiscal impact is an increase in the amount of $64,426.28 to Project #23026 (Oleander St.).

Attachments: 23-24-025R Highlands Park Est Imp Tr Xfer to Proj 23026 Oleander St (Resolution).pdf
23-24-025 Highlands Park Est Imp Tr Xfer to Proj 23026 Oleander St (BA).pdf

RESOLUTION NO. 23-24-37

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-025 TO THE HIGHLANDS PARK ESTATES IMPROVEMENT TRUST AND INFRASTRUCTURE SURTAX FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-025 is hereby approved and authorized to reduce Fund 117 (Highlands Park Est. Impr. Trust) Fund Balance in the amount of $823.72 and transfer the available balance to Fund 151 (Infrastructure Surtax), Project #23026 (Oleander St), an increase in the amount of $64,426.28 for FY23/24. The net fiscal impact is an increase in the amount of $63,602.56.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
December 06, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/24/2023** SUBMITTED BY: **OMB**

FUND(S): **151, 117** FUND TITLE(S): **Infrastructure Surtax, Highlands Park Est Imp Trust** COST CENTER(S) #: **7999; 4102A**

PROJECT(S) #: **23026** PROJECT TITLE(S): **Oleander St** COST CENTER TITLE(S): **Highlands Park Est Imp Trst; Transporation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	117		3999100	Fund Balance Brought Forward		64,000.00		823.72	63,176.28
E	117	7999	54600	Repair & Maintenance		10,500.00		10,500.00	0.00
E	117	7999	56300	Improvements Other Than		54,750.00	10,500.00	823.72	64,426.28
E	117	7999	56300	Improvements Other Than		64,426.28		64,426.28	0.00
E	117	7999	59010	Transfers Out		0.00	64,426.28		64,426.28
									0.00
R	151		3810000Z	Project Interfund Transfer	23026	0.00	64,426.28		64,426.28
E	151	4102A	56301Z	Project Capital Infrastructure	23026	0.00	64,426.28		64,426.28

REASON: **To transfer remaining funds in Fund 117 to road construction Project 23026 (Oleander St).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-025**

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

TRANSFER TYPE:
_____ ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Brandon Gunn, Facilities Director** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request Approval for Construction Manager at Risk Agreement with Marmer Construction, Inc.**

STATEMENT OF ISSUE

Request for Proposal 20-039-LKD was issued for Construction Manager at Risk (CMAR) Continuing Services. It was determined that Marmer Construction, inc. was a qualified firm.
The initial term of the agreement is three (3) years from the Board approval. Upon mutual agreement may be renewed for one additional three (3) year term or through the duration of the project final completion in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manual.

RECOMMENDED ACTION

Move to approve and authorize the Board Chair to execute an agreement with Marmer Construction, Inc.

FISCAL IMPACT

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed $2,000,000 or rehabilitation or renovation projects may not to exceed $1,000,000.

Attachments: CMAR.Marmer Contract.pdf

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT 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 "Owner" and Marmer Construction, Inc., 3321 US HWY 27 South, Sebring, Florida 33870, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

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

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The Owner will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual County projects which may include either pre-construction and construction management services or construction management services only. If for construction management services only the Task Authorization may be issued by the County Administrator if the cost of the construction services is within the County Administrator's purchasing authority. If pre-construction services are required as part of a Project, an initial Task Authorization may be issued by the County Administrator if the cost of the pre-construction services is within the County Administrator's purchasing authority based on the flat fee set by the Construction Manager based on the fee schedules attached hereto as **Exhibit "B"**. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "C"**, will be issued following approval by the Board of County Commissioners of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the County Administrator's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following

approval of the same by the Board of County Commissioners. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the Board of County Commissioners. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the Board of County Commissioners. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

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

Construction Manager – Marmer Construction, Inc.

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

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

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

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

Owner – Board of County Commissioners of Highlands County.

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

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

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

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project will not exceed Two Million Dollars, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS):

1. General:

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

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

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

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

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

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

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

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

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

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

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

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

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

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

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

3. Scheduled Control Subsystem:

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

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be

sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

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

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

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

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

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

4. Budget Control Subsystem:

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

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

A. Completion of Schematic Documents.

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

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

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

5. Project Accounting Subsystem:

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

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

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

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

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

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

2.2 Project Manual:

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

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

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

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

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

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

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

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

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and

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

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

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

2.3 Design and Review and Recommendations:

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

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

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

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

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

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

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

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

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

7. Interfacing -

A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

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

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

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

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

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

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance

of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

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

10. Market Analysis and Stimulation of Bidder Interest -

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

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

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

2.4 Construction Phase:

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

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

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

4. Solicitation of Bids -

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

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

competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

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

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

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

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

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

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

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

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

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

E. The Surety Company shall have at least an A rating as set forth in the latest issue of Best's Key Rating Guide.

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

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

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

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

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

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

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

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

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

6. Provide a quality control program.

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

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

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

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

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

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

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

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

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each

subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

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

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

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

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

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

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

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

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

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

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

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

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

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA / Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual

Job Photographs

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

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

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

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

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

13. Warranty -

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

jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

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

3.2 Owner's Representatives:

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

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

3.3 Architect-Engineer's Agreement:

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

3.4 Site Survey and Reports:

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

3.5 Approvals and Easements:

The Owner shall approve all forms of easements, rights of entry or other similar rights, entitlements or interests necessary for the Project as well as pay the cost associated with such entitlements, easements and the like required for the Project.

3.6 Legal Services:

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

3. 7 Drawings and Specifications:

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

3.8 Cost of Surveys and Reports:

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

3.9 Project Fault Defects:

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

3.10 Funding:

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

3.11 Lines of Communication:

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

3.12 Permitting & Code Inspections:

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

ARTICLE 4
PERMITS, FEES AND NOTICES

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

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

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

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

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

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

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

5.2 Proposals:

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

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

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

prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

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

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

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

5.4 Responsibilities for Acts and Omissions:

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

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial

damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

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

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

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

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

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work

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

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

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

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

Authorizations up to Fifty Thousand and 00/100 Dollars ($50,000.00), or such other dollar amount as authorized by policy adopted by the Board of County Commissioners, for the use of the Owner's Buyout Contingency, may be granted by the County Administrator. Authorizations, for more than Fifty Thousand and 00/100 Dollars ($50.000.00), will be granted by the Board of County Commissioners unless the Board of County Commissioners authorizes an increase in the County Administrator's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

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

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

   The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be

due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

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

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

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

3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the initial GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	6%
$750,001 to $1,000,000	5%
$1,000,001 to $1,500,000	4%
$1,500,001 to $2,000,000	3%

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

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

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

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

3. The costs of all data processing staff.

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

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

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

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

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

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	6%
$750,001 to $1,000,000	5%
$1,000,001 to $1,500,000	4%
$1,500,001 to $2,000,000	3%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

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

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

9.2 Direct Cost Items:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the

Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

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

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

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

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

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

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

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

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

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

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

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

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be

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

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

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

10.2 Claims for Additional Cost or Time:

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

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

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

10.3 Minor Changes in the Project:

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

10.4 Emergencies:

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

ARTICLE 11
DISCOUNTS

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

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

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

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has

been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

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

12.4 Construction Manager's Payment Rights:

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

12.5 Payments for Materials and Equipment:

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

12.6 Withholding Payments to Subcontractors:

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

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

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

13.2 Construction Manager's Insurance:

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

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

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

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

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

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

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

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

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

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose

acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

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

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "HIGHLANDS COUNTY" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;
H. The termination date;
I. A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

13.3 Waiver of Subrogation:

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

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

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

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

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

14.1 Termination by the Construction Manager:

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

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

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less,

shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

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

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

14.3 Termination by Owner Without Cause:

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

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

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

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW AND WAIVER OF JURY TRIAL

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

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

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

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

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

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

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

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

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

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

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

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

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

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

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

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

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

furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

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

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

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

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

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

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

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

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

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

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

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

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

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

   C. estimated quantity needed;

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

   E. any sales tax associated with such quote; and

   F. delivery dates

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

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

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

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely

manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

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

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

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

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

18.3 Construction Manager's Project Records:

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

18.4 Consequential Damages:

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

18.5 Public Records:

1. Pursuant to Florida Statutes, Section 119.0701:
IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

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

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

B. Upon request from the County's/Owner's custodian of public records, provide the County/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the County/Owner.

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

18.6 Auditing, Records, And Inspection:

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

18.7 Severability:

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

18.8 Waiver:

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

18.9 Notice:

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

Owner:	Highlands County Attention: County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Attn: County Attorney 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
Construction Manager:	Marmer Construction, Inc. Attention: Martin Wohl 3321 US HWY 27 South Sebring, Florida 33870

18.10 Modification:

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

18.11 Headings:

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

18.12 Joint Authorship:

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

18.13 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

to be provided advising the said labor union or workers' representatives of the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.14 Compliance with the Davis-Bacon Act:

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

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

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

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

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

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

18.16 Clean Air Act:

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

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

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

18.17 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.18 Sovereign Immunity.

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

Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

18.19 Use of Owner Logo, Name, Seal, Flag and/or Owner Letterhead:

The Construction Manager may only use the County's name, logo seal and/or flag with the express written permission of the Owner and consistent with any County policy related to use of the same. In addition, the Construction Manager shall not use the County's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

18.20 Employment Eligibility Verification (E-Verify):

Pursuant to Florida Statutes, Section 448.095, the Construction Manager shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Construction Manager shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Construction Manager stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Manager must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Construction Manager's breach of this provision, any and all such costs shall be paid by the Construction Manager immediately upon receipt of notice of the same from the Owner. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

18.21 Attachments:

The Construction Manager hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation ITB 20-039. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

18.22 Electronic 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 (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.

[Signatures on Following Pages]

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____, **Chair**

ATTEST:

_____
Jerome Kaszubowski, Clerk

MARMER CONSTRUCTION, INC.

By: _____

Print: Martin Wahl

Title: President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Martin Wahl, the President of Marmer Construction Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Marmer Construction, Inc., who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 5 day of December, 2023.

(stamp)

Teresa R. Vicker
NOTARY PUBLIC, State of Florida

TERESA R. VICKER
MY COMMISSION # HH 145326
EXPIRES: October 24, 2025
Bonded Thru Notary Public Underwriters

V10/31/2023

EXHIBIT "A"
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

EXHIBIT "B"
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)

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

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

EXHIBIT "A"

HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

Select One of the following

TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	**Pre-Construction Phase Amount:** $
	Project Number:
Project Name:	**Budget Account Number:** Fund or cost enter/account/project #, if applicable.

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-Pre-Construction Phase
- ☐ **Exhibit C** – Pre-Construction Schedule
- ☐ **Exhibit D** – CMaR Staff
- ☐ **Exhibit E – Construction Team**

DEPARTMENT APPROVAL

Recommended by Print Name:	**Reviewed by** Print Name:
X	X
1. County Project Manager Signature	2. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK ACCEPTANCE

CMaR Designated Agent Print Name:	**CMaR Project Manager:** Print Name:
	CMaR Project Manager E-mail:
X	
3. CMaR Signature Date	

PURCHASING REVIEW	**LEGAL REVIEW**
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	**County Attorney or Designee** Print Name: Sherry Sutphen, County Attorney
X	X
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000) Print Name: Laurie A. Hurner, County Administrator	**Board Chair** (over $50,000) Print Name: Chris Campbell, Chair
X	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

EXHIBIT "B"
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)

• Principal	$200 per hour
• VP of Construction	$180 per hour
• Director of Preconstruction	$165 per hour
• Chief Estimator	$150 per hour
• General Superintendent	$150 per hour
• Estimator	$130 per hour
• Project Manager	$130 per hour
• Superintendent	$125 per hour
• Assistant Superintendent	$100 per hour
• Assistant Project Manager	$100 per hour
• Preconstruction Manager	$95 per hour
• Project Accountant	$85 per hour
• Compliance Manager	$85 per hour
• Bid Coordinator	$65 per hour
• Project Coordinator	$65 per hour

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

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	**Construction Phase Guaranteed Maximum Price (GMP)** $
	Project Number:
Project Name:	**Budget Account Number:** Fund or cost enter/account/project #, if applicable.

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 – Sub-Contractors**

DEPARTMENT APPROVAL

Recommended by Print Name:	**Reviewed by** Print Name:
X	X
8. County Project Manager Signature	9. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK APPROVAL

CMaR Designated Agent Print Name:	**CMaR Project Manager:** Print Name:
	CMaR Project Manager E-mail:
X	
10. Consultant Signature Date	

PURCHASING REVIEW	**LEGAL REVIEW**
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	**County Attorney or Designee** Print Name: Sherry Sutphen, County Attorney
X	X
11. Purchasing Manager or Designee Signature Date	12. 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: Chris Campbell, Chair
X	X
13. County Administrator or Designee Signature Date	14. Board Chair or Designee Signature Date

V10/31/2023

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

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

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

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

Architect

By: _____ Date of Substantial Completion:

Print: _____ _____
(Warranty Date of Commencement)

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

Cost Estimate of Work that is incomplete or defective _____

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

Construction Manager

By: _____ Date: _____

Print: _____

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

Owner

By: _____ Date: _____

Print: _____

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

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

Substantial Completion Date: _____

Final Punchlist Inspection Date: _____

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

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

The Construction Manager further certifies that:

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

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

Construction Manager

By: _____ Date: _____

Print: _____

State of Florida

County of _____

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

By: _____ as _____

(Name of authorized CMaR Representative) (CMaR Representative Title)

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

(Stamp) _____

NOTARY PUBLIC, State of Florida

Recommended by Architect:

By: _____ Date: _____

Print: _____

Accepted by: Owner:

By: _____ Date: _____

Print:

V10/31/2023

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Brandon Gunn, Facilities Director** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request Approval for Construction Manager at Risk Agreement with E.O. Koch Construction, Inc.**

STATEMENT OF ISSUE

Request for Proposal 20-039-LKD was issued for Construction Manager at Risk (CMAR) Continuing Services. It was determined that E.O. Koch Construction Inc. was a qualified firm.
The initial term of the agreement is three (3) years from the Board approval. Upon mutual agreement may be renewed for one additional three (3) year term or through the duration of the project final completion in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manual.

RECOMMENDED ACTION

Move to approve and authorize the Board Chair to execute an agreement with E.O. Koch Construction, Inc.

FISCAL IMPACT

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed $2,000,000 or rehabilitation or renovation projects may not to exceed $1,000,000.

Attachments: CMaR.EO Koch 12-06-2023.pdf

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT 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 "Owner" and E.O. Koch Construction, Co., 1417 Swank Avenue, Sebring, Florida 33870, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

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

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The Owner will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual County projects which may include either pre-construction and construction management services or construction management services only. If for construction management services only the Task Authorization may be issued by the County Administrator if the cost of the construction services is within the County Administrator's purchasing authority. If pre-construction services are required as part of a Project, an initial Task Authorization may be issued by the County Administrator if the cost of the pre-construction services is within the County Administrator's purchasing authority based on the flat fee set by the Construction Manager based on the fee schedules attached hereto as

Exhibit "B". Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "C"**, will be issued following approval by the Board of County Commissioners of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the County Administrator's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the Board of County Commissioners. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the Board of County Commissioners. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the Board of County Commissioners. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

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

Construction Manager – E.O. Koch Construction, Co.

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

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

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

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

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

Owner – Board of County Commissioners of Highlands County.

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

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

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

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project will not exceed Two Million Dollars, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS):

1. General:

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

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

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

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

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

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

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

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

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

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

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

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

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

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

copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

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

3. Scheduled Control Subsystem:

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

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule

and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

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

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

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

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

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction

will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the submission of estimates at the following phases of the project:

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

A. Completion of Schematic Documents.

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

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

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

5. Project Accounting Subsystem:

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

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

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

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

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

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

2.2 Project Manual:

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

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

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

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

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

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

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

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the

Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

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

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

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

2.3 Design and Review and Recommendations:

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

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

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

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

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

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

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the

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

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

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

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

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

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

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

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

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

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather

protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

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

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

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

2.4 Construction Phase:

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

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

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

4. Solicitation of Bids -

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

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

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

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

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

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the

Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

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

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

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

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

E. The Surety Company shall have at least an A rating as set forth in the latest issue of Best's Key Rating Guide.

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

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the

Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

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

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

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

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

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

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

      6. Provide a quality control program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review

"As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

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

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA / Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

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

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

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

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

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

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes

first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

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

3.2 Owner's Representatives:

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

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

3.3 Architect-Engineer's Agreement:

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

3.4 Site Survey and Reports:

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

3.5 Approvals and Easements:

The Owner shall approve all forms of easements, rights of entry or other similar rights, entitlements or interests necessary for the Project as well as pay the cost associated with such entitlements, easements and the like required for the Project.

3.6 Legal Services:

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

3. 7 Drawings and Specifications:

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

3.8 Cost of Surveys and Reports:

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

3.9 Project Fault Defects:

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

3.10 Funding:

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

3.11 Lines of Communication:

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

3.12 Permitting & Code Inspections:

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

ARTICLE 4
PERMITS, FEES AND NOTICES

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

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

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

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

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

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

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

5.2 Proposals:

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

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

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

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

   The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

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

5.4 Responsibilities for Acts and Omissions:

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

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

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

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

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

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

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a

point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

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

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

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

Authorizations up to Fifty Thousand and 00/100 Dollars ($50,000.00), or such other dollar amount as authorized by policy adopted by the Board of County Commissioners, for the use of the Owner's Buyout Contingency, may be granted by the County Administrator. Authorizations, for more than Fifty Thousand and 00/100 Dollars ($50.000.00), will be granted by the Board of County Commissioners unless the Board of County Commissioners authorizes an increase in the County Administrator's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

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

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

   The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP).*

The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

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

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

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

3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the initial GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	6%
$750,001 to $1,000,000	5%
$1,000,001 to $1,500,000	4%
$1,500,001 to $2,000,000	3%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the

Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

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

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

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

3. The costs of all data processing staff.

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

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

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

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

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

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	6%
$750,001 to $1,000,000	5%
$1,000,001 to $1,500,000	4%
$1,500,001 to $2,000,000	3%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.
The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

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

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

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

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

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor

bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

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

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

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

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

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

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

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

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

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

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

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

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

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

equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

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

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

10.2 Claims for Additional Cost or Time:

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

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

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

10.3 Minor Changes in the Project:

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

10.4 Emergencies:

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

ARTICLE 11
DISCOUNTS

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

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated, or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Five percent (5%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from five percent (5%) to two- and one-half percent (2.5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be

made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

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

12.3 Payments to Subcontractors:

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

12.4 Construction Manager's Payment Rights:

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

12.5 Payments for Materials and Equipment:

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

12.6 Withholding Payments to Subcontractors:

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

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

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

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its

subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

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

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

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

   C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

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

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

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

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

8. Indemnification Rider -

   A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

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

   C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions,

reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

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

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

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

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "HIGHLANDS COUNTY" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;
H. The termination date;
I. A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as

determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

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

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

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

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

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

14.1 Termination by the Construction Manager:

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

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

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

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

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

14.3 Termination by Owner Without Cause:

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

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

A. cease operations as directed by the Owner in the notice;

B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

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

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW AND WAIVER OF JURY TRIAL

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

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

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

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

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

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

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

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

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

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

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

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

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

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

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption

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

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

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

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

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

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety

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

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

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

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

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

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

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

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

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

its sole option, elected to purchase directly. The purchase order requisition form shall include:

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

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

C. estimated quantity needed;

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

E. any sales tax associated with such quote; and

F. delivery dates

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

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

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

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation

of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

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

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

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

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

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

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

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

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

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

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

released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

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

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

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

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

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

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

18.3 Construction Manager's Project Records:

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

18.4 Consequential Damages:

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

18.5 Public Records:

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

B. Upon request from the County's/Owner's custodian of public records, provide the County/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the County/Owner.

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

requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County/Owner, upon request from the County's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the County/Owner.

18.6 Auditing, Records, And Inspection:

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

18.7 Severability:

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

18.8 Waiver:

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

18.9 Notice:

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Owner and the Construction

Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Owner:	Highlands County Attention: County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Attn: County Attorney 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
Construction Manager:	E.O. Koch Construction, Co. Attention: _____ 1417 Swank Avenue Sebring, Florida 33870

18.10 Modification:

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

18.11 Headings:

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

18.12 Joint Authorship:

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

18.13 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.14 Compliance with the Davis-Bacon Act:

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

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

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

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

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

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

18.16 Clean Air Act:

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

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

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

18.17 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.18 Sovereign Immunity.

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

18.19 Use of Owner Logo, Name, Seal, Flag and/or Owner Letterhead:

The Construction Manager may only use the County's name, logo seal and/or flag with the express written permission of the Owner and consistent with any County policy related to use of the same. In addition, the Construction Manager shall not use the County's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

18.20 Employment Eligibility Verification (E-Verify):

Pursuant to Florida Statutes, Section 448.095, the Construction Manager shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Construction Manager shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Construction Manager stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Manager must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Construction Manager's breach of this provision, any and all such costs shall be paid by the Construction Manager immediately upon receipt of notice of the same from the Owner. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

18.21 Attachments:

The Construction Manager hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation ITB 20-039. All such

attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

18.22 Electronic 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 (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.

[Signatures on Following Pages]

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____, **Chair**

ATTEST:

_____
Jerome Kaszubowski, Clerk

E.O. KOCH CONSTRUCTION, CO.

By: _____

Print: Aaron Nadaskay

Title: 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, the Vice President of E.O. Koch Construction, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind E.O. Koch Construction, Co., who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 5th day of December, 2023.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AMY SMITH
MY COMMISSION # HH 424523
EXPIRES: July 23, 2027

Amy Smith
Amy Smith

AGREEMENT EXHIBITS

EXHIBIT "A"
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

EXHIBIT "B"
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)

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

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

EXHIBIT "A"

HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	**Pre-Construction Phase Amount:** $
	Project Number:
Project Name:	**Budget Account Number:** Fund or cost enter/account/project #, if applicable.

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-Pre-Construction Phase
- ☐ **Exhibit C** – Pre-Construction Schedule
- ☐ **Exhibit D** – CMaR Staff
- ☐ **Exhibit E – Construction Team**

DEPARTMENT APPROVAL

Recommended by Print Name:	**Reviewed by** Print Name:
X	X
1. County Project Manager Signature	2. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK ACCEPTANCE

CMaR Designated Agent Print Name:	**CMaR Project Manager:** Print Name:
	CMaR Project Manager E-mail:
X	
3. CMaR Signature Date	

PURCHASING REVIEW	**LEGAL REVIEW**
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	**County Attorney or Designee** Print Name: Sherry Sutphen, County Attorney
X	X
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000) Print Name: Laurie A. Hurner, County Administrator	**Board Chair** (over $50,000) Print Name: Chris Campbell, Chair
X	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

EXHIBIT "B"

AGREEMENT HOURLY RATES

(to establish Master Agreement Hourly Rates for Task Authorization)

Principal	$150.00 per hour
VP of Construction	$125.00 per hour
Director of Preconstruction	$100.00 per hour
Chief Estimator	$ 85.00 per hour
General Superintendent	$ 85.00 per hour
Estimator	$60.00 per hour
Project Manager	$85.00 per hour
Superintendent	$85.00 per hour
Assistant Superintendent	$75.00 per hour
Assistant Project Manager	$60.00 per hour
Construction Manager	$70.00 per hour
Project Accountant	$70.00 per hour
Compliance Manager	$60.00 per hour
Bid Coordinator	$60.00 per hour
Project Coordinator	$60.00 per hour

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

Select One of the following

TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	**Construction Phase Guaranteed Maximum Price (GMP)** $
	Project Number:
Project Name:	**Budget Account Number:** Fund or cost enter/account/project #, if applicable.

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 – Sub-Contractors**

DEPARTMENT APPROVAL

Recommended by Print Name:	**Reviewed by** Print Name:
X	X
8. County Project Manager Signature	9. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK APPROVAL

CMaR Designated Agent Print Name:	**CMaR Project Manager:** Print Name:
	CMaR Project Manager E-mail:
X	
10. Consultant Signature Date	

PURCHASING REVIEW	**LEGAL REVIEW**
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	**County Attorney or Designee** Print Name: Sherry Sutphen, County Attorney
X	X
11. Purchasing Manager or Designee Signature Date	12. 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: Chris Campbell, Chair
X	X
13. County Administrator or Designee Signature Date	14. Board Chair or Designee Signature Date

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

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

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

_____

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

Architect

By: _____ Date of Substantial Completion:

Print: _____ _____
(Warranty Date of Commencement)

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

Cost Estimate of Work that is incomplete or defective _____

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

Construction Manager

By: _____ Date: _____

Print: _____

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

Owner

By: _____ Date: _____

Print: _____

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

_____

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

Substantial Completion Date: _____

Final Punchlist Inspection Date: _____

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

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

The Construction Manager further certifies that:

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

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

Construction Manager

By: _____ Date: _____

Print: _____

State of Florida

County of _____

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

By: _____ as _____

(Name of authorized CMaR Representative) (CMaR Representative Title)

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

(Stamp)

_____

NOTARY PUBLIC, State of Florida

Recommended by Architect:

By: _____ Date: _____

Print: _____

Accepted by: Owner:

By: _____ Date: _____

Print:

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 19, 2023

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

SUBJECT/TITLE: **Request approval of award for the Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Diversity Conservation Section for habitat management assistance in optimizing gopher tortoise carrying capacity at Grassy Lake Scrub.**

STATEMENT OF ISSUE

At the August 15, 2023, Highlands County Board of County Commissions meeting the Board approved Natural Resources team to apply for the habitat management assistance to provide habitat support for State protected gopher tortoises at our Grassy Lake Scrub location. FWC awarded Highlands County for maintenance task to include, mowing, mulching, and burning at the Grassy Lake Scrub. The grant is reimbursed once task is completed.

RECOMMENDED ACTION

Move to approve the award for the Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Diversity Conservation Section for habitat management assistance in optimizing gopher tortoise carrying capacity at Grassy Lake Scrub

FISCAL IMPACT

Increase to Conservation Trust Fund 129, cost center 6307, a total of $6,500.

Attachments: Highlands Award Letter 2023-24.pdf

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Preston Farrior
Tampa

Gary Lester
Oxford

Albert Maury
Coral Gables

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the Executive Director
Roger A. Young
Executive Director

Jessica Crawford
Chief of Staff

850-487-3796
850-921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

10/30/2023

Mike McMillian
Natural Resources Specialist II
Highlands County
4344 George Blvd
Sebring, FL 33875

RE: Gopher Tortoise Habitat Management Assistance Funding

Dear Mr. McMillian:

I am writing to inform you that Highlands County has been chosen to receive funding through the Gopher Tortoise Habitat Management Assistance Funding (HMAF) program for the 2023-24 fiscal year. Grassy Lake Scrub Site has been approved to receive the funding amount of $6,500 for 6.3 acres of mechanical treatment via skid-steer and front-end loader with rake. The assistance funding will be distributed upon receipt of an invoice for all habitat management activities completed, as listed on the project application, as well as a final report detailing the activities conducted. The financial assistance awarded is derived from mitigation contributions for gopher tortoise conservation, and is not subject to Florida Single Audit.

A purchase order request for the reimbursement is being created through MyFloridaMarketPlace, and should be completed over the next few weeks. Once all HMAF purchase orders for the 2023-24 fiscal year have been finalized, I will hold a short conference call with the managers of approved projects to explain exactly what is expected during the project period. The call will detail when projects may begin, some frequently asked questions, as well as the correct procedure for submitting invoices and final reports (templates will be provided).

All invoices and final reports are to be submitted by 5:00 p.m. Friday, May 10, 2024, regardless of completion of the project as described in the application. It is important that you do not begin work on this project until the purchase order has been finalized.

A date for the conference call will be scheduled to coincide with the start date for all projects (purchase order date), and project managers will be notified of the conference call date as soon as possible. Congratulations on the approval of your project! If you have any questions, please feel free to contact me at 850-617-9671.

Thank you,

Amanda Mills

Amanda Mills
Local Government Coordinator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Mitchell D. Thomas, P.E. - Critical Infrastructure Project Manager**

SUBJECT/TITLE: **Request to approve Professional Services Amendment #1 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.**

STATEMENT OF ISSUE

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan in the amount of $1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geoysntec Consultants Inc. (fee $542,516.00) Kimley-Horn and Associates (KHA) (fee of $805,430.00) for Water Quality and Drainage Studies. KHA were assigned the following study areas:

- Avon Park Estates
- Spring Lake
- Lake Haven Estates (Jack Creek Watershed)
- Orange Blossom Estates (Jack Creek Watershed)

During the development of the scope of work, water quality improvements and surveying data collection were left out of the SOW until it was determined what the level of effort was required. This amendment will complete the SOW needed to meet the objectives of the project and FDEP requirements associated with the above-mentioned planning loan.

RECOMMENDED ACTION

Move to approve the Professional Services Amendment #1 for Kimley-Horn and Associates for a fee of $230,100.00.

FISCAL IMPACT

No fiscal impact since the Amendment #1 fee of $230,100 added to the total consultant fees (KHA and Geosyntec) of $1,347,946 totals $1,578,046 which is budgeted in Project 21099 (SRF Drainage Improvement Study), and Fund 151 (Infrastructure Surtax).

Attachments: KimleyHorn.Water-Drainage Studies.Amendment1.pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN HIGHLANDS COUNTY AND KIMLEY-HORN & ASSOCIATES, INC.

THIS AMENDMENT 1 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 Kimley-Horn & Associates, Inc., 421 Fayetteville Street, Suite 600, Raleigh, North Carolina, 27601 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on February 21, 2023, the COUNTY executed an Agreement with Kimley-Horn & Associates, Inc, to provide Water Quality and Drainage Study Services to the COUNTY (hereinafter referred to as "Agreement"), based on the solicitation and agreement negotiated; and

WHEREAS, on October 18, 2022, the COUNTY executed Amendment 1 to the Agreement; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to further extend the term of its Agreement with the CONTRACTOR under the terms and conditions of the Agreement between the CONTRACTOR and Highlands County.

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 CONTRACTOR is amended as follows:

1. SECTION 2, TERM, is hereby amended to extend the term of the Agreement.

2. SECTION 2, SCOPE OF SERVICES, is hereby amended as set forth in **Exhibit "A-1"**, attached hereto.

3. SECTION 7, COMPENSATION, is hereby amended as set forth in **Exhibit "B-1"**, attached hereto.

4. 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 _____, 2023.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Ryan S. WETHERELL

Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ryan Wetherell, as Vice President, of Kimley-Horn and Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 14th day of December, 2023.

(stamp)

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

_____
NOTARY PUBLIC

EXHIBIT "A-1"
Scope of Services

Task 1 – Alternatives WQ Analysis
A. Water Quality Analysis
1. Best Management Practices (BMP) Analysis
a. For each alternative, the Consultant will determine the anticipated benefit (i.e. pollutant load reduction) for each proposed BMP identified for each alternative based on typical performance by BMP type and estimated contributing runoff. The Consultant will meet with the Water Management District for a pre-application meeting to discuss the BMPs chosen and intent of each project. The information from this pre-application meeting will be used to make final project recommendations.

Deliverables:
- Proposed best management practices summary – one (1) electronic copy in .pdf format

Task 2 – Buildout Condition Model
A. Buildout Condition Model
1. The Consultant will update the Existing Condition Model developed in Task 3 to create a Buildout Condition Model. Kimley-Horn will provide an exhibit that shows anticipated infill for lots and proposed road improvements. The County will review this exhibit and provide comments to be addressed. Kimley-Horn will address comments and then use the accepted map to update curve number values for basins, stage-area node data, and weir cross sections that will be used in the Buildout Conditions Model.

Deliverables:
- Build-Out Condition Inundation Maps (1 for each area) - three (3) total in .pdf format

Task 3 – Alternatives Analysis (Buildout Condition)
A. Buildout Condition with Alternatives Model
1. The projects selected during the alternative task of the original scope will be incorporated into the Buildout Condition Model. These will be incorporated into a single model to show the overall benefit if the County moved forward with all of the recommended projects.

Deliverables:
- Build-Out Condition Alternatives Inundation Maps (1 for each alternative in each area) - nine (9) total in .pdf format

Task 4 – Final Report Updates
A. Final Report
1. The results of each of the tasks listed above will be included in the final report.

Task 5 – Survey
A. Subconsultant will conduct a field survey of up to 400 drainage structures in Highlands County. Subconsultant will locate horizontal and vertical locations of pipe inverts, control structures, and any associated drainage control points within these structures. Subconsultant will provide location and elevations of the centerlines of any roadways or berms for 30 ground truth points.

B. Subconsultant will conduct a field survey of 35 cross sections.

C. Deliverables will be provided in a GIS Shapefile or database and be accompanied by a survey report signed and sealed by a licensed land surveyor.

D. Subconsultant will complete the survey and deliver the survey data within 90 days of notice to proceed. Notice to proceed will be the date of the receipt of the signed contract along with the final survey locations database.

E. Subconsultant will perform survey using the North American Vertical Datum of 1988 (NAVD 88) and the North American Datum of 1983, 2011 Adjustment (NAD 83/2011).

F. Subconsultant will provide data with a horizontal and vertical accuracy of 0.10'.

Deliverables:

- GIS Shapefile or database containing data points collected by surveyor
- Survey report signed and sealed by a licensed land surveyor

Schedule

This amendment modifies the project end date to February 16, 2025.

EXHIBIT "B-1"
Compensation

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only.

Task No.	Task Name	Fee
1	Alternatives WQ Analysis	$57,690
2	Buildout Condition Model	$54,500
3	Alternatives Analysis (Buildout Condition)	$24,910
4	Final Report Updates	$11,500
	Total	**$148,600**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Kimley-Horn will perform the services in Tasks 5 on a labor fee plus expense basis with the maximum labor fee shown below.

Task No.	Task Name	Max Fee
5	Survey	$81,500

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the September 19, 2023 Regular Meeting of the Board and the minutes from the September 19, 2023 Budget Public Hearing September 19, 2023.**

RECOMMENDED ACTION

Move approval of the minutes from the September 19, 2023 Regular Meeting of the Board and the minutes from the September 19, 2023 Budget Public Hearing September 19, 2023.

Attachments: 091923REG.pdf
091923BudgetPH.pdf

REGULAR MEETING OF THE BOARD, SEPTEMBER 19, 2023

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

Commissioner Chris Campbell	**Commissioner Arlene Tuck**
Commissioner Kevin J. Roberts	**Commissioner Don Elwell**
Commissioner Scott A. Kirouac	

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Matt Wheelock, with the Neighbor Church of Sebring, HCFR Volunteer Chaplain.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Harry Marsh, Ret., U.S. Army, Commander of the Military Order of the Purple Heart.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, September 19, 2023, at 1:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Historic Preservation Commission will hold a special meeting on Tuesday, September 19, 2023, at 2:30 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners will hold the final Public Hearing to consider the proposed FY 23/24 Budget on Tuesday, September 19, 2023, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, September 20, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Children's Services Council will hold a general body meeting on Wednesday, September 20, 2023, at 8:00 a.m., in the County Commission Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Casey Hartt, TDC Lead Marketing Consultant, Update from Madden Media on Digital Marketing partnership with the Highlands County Tourist Development Council (TDC)

Casey Hartt, TDC Lead Marketing Consultant, introduced Lauren Hartog, with Madden Media, to the Board. Ms. Hartog provided an update on the digital marketing partnership between the TDC and Madden Media. ***See SMB 152 Page 225.***

B. Update from Airstream Ventures on Sports Tourism partnership with the Highlands County Tourist Development Council (TDC).

Alan Verlander, CEO of Airstream Ventures, provided an update on the sports tourism partnership between the TDC and Airstream Ventures. Jason Boudrie, CEO of Synergy Sports, provided a brief overview of the services provided by Synergy Sports ***See SMB 152 Page 226.***

C. **Dustin Fitch, Interim Deputy Chief: Request approval of the Highlands County Fire Rescue Chaplaincy Program.**

Dustin Fitch, Interim Deputy Chief, introduced Matt Wheelock, HCFR Chaplain, and commented on the new Highlands County Fire Rescue Chaplaincy Program. ***See SMB 152 Page 227.***

D. County Administrator Laurie Hurner: Presentation of Years of Service Award for Michael Swafford.

James K. Duppenthaler, Interim Fire Chief, recognized Michael Swafford, paramedic, for his 23 years of service to Highlands County. ***See SMB 196 Page 228.***

7. PUBLIC COMMENT

Mr. John Wright came before the Board to address his concerns with at large cats in his neighborhood. The County Attorney stated she will look at the ordinance to see what can be done. The County Administrator stated administration and legal will investigate this issue and report back to the commission.

Ms. Barbara Burns came before the Board to address her concerns with drainage issues and mosquito infestation due to stagnant waters. Ms. Burns provided photographs to the Clerk to be made part of the record. Chairman Campbell stated the Road & Bridge Supervisor will obtain her contact information and look into this issue.

Mr. Dale Struven came before the Board to follow up on his concerns from two weeks ago regarding the zoning and land use for the large property in the Lakewood Road area. The County Attorney stated she is working with the Engineering Department on conditions of approval for the driveway connection and stated Code Enforcement can be sent out there to check if he's in violation.

8. CONSENT AGENDA

Commissioner Kirouac moved approval of the consent agenda as presented. Commissioner Tuck seconded the motion.

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

A. Request to approve and execute the plat of North Oleander Drive Tradesmen Warehousing for recordation. *See Clerk of Courts Official Records.*

B. Request approval of Budget Amendment 22-23-146 to realign unused funds from road resurfacing. *See SMB 152 Page 229.*

C. 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 23-24. *See Library Agreements file.*

D. Request approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2023-2024. *See AHCA file.*

E. Request approval of Agreement for Purchase and Sale of Compensatory Wetland Credits with Collany Mitigation, LLC for the purchase of Federal Mitigation Credits. *See Solid Waste file.*

F. Request approval of Budget Amendment 22-23-148 to clean-up negative account balances in various cost centers. *See SMB 152 Page 230.*

G. Request approval of Amendment 2 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 2023-2024. *See TDC file.*

H. Request adoption of Resolution 22-23-186 updating policies to the Tourist Development Grant Program. *See Res. Book 34 Page 199 & SMB 152 Page 231.*

9. COMMITTEE ASSIGNMENTS:

No report.

10. PUBLIC HEARING

A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-621SS, for an approximate 38.73-acre parcel, from Agriculture (AG) to Medium Density Residential (RM).

B. Public hearing to consider adoption of P&Z Hearing No. 2133, changing the Official Zoning Atlas for an approximate 38.73-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).

Sergio Garcia, Planner II, and Rachel Barry, Zoning Supervisor, presented items 10A and 10B together as they both pertain to the same property. A proof of publication for each hearing was provided to the Clerk for the record. Mr. Garcia read the captions of the ordinance and resolution and questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Kirouac stated he received an opposition email, which he forwarded to Ms. Barry for the record. All other commissioners stated no.

Chairman Campbell opened the floor to the public. Input was not provided.

Mr. Garcia read into the record the recommended motion for CPA-23-621SS.

Commissioner Elwell moved approval of the motion. Commissioner Roberts seconded the motion.

Mr. Jeff Kennedy, agent representing the applicant, addressed the Board.

Upon roll call, all Commissioners voted aye, except Commissioner Campbell and Commissioner Tuck, who voted nay. The motion carried. ***See Ordinance Book 20 & Comprehensive Plan Amendment file.***

Mr. Garcia read into the record the recommended motion for P&Z Hearing No. 2133.

Commissioner Kirouac moved approval of the motion. Commissioner Roberts seconded the motion.

Upon roll call, all commissioners voted aye, except Commissioner Campbell and Commissioner Tuck, who voted nay. The motion carried. ***See Res. Book 34 Page 200 & Zoning Change file.***

C. Request adoption of Ordinance Number: 22-23-33, amending the Highlands County Code of Ordinances, Chapter 2, Administration.

Sherry Sutphen, presented the request and read the caption of Ordinance No. 22-23-33 into the record. A proof of publication was submitted to the Clerk to become part of the permanent record.

Commissioner Roberts moved approval to adopt Ordinance No. 22-23-33, amending the Highlands County Code of Ordinances, Chapter 2, Administration. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 & SMB 152 Page 232.***

D. Request adoption of Ordinance Number 22-23-34, amending the Highland's County Code of Ordinances, Chapter 4.5, Animals and Fowl.

Sherry Sutphen, presented the request and read the caption of Ordinance No. 22-23-34 into the record. A proof of publication was submitted to the Clerk to become part of the permanent record.

Commissioner Kirouac moved approval to adopt Ordinance No. 22-23-34, amending the Highlands County Code of Ordinances, Chapter 4.5, Animals and Fowl. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 & SMB 152 Page 233.***

11. ACTION AGENDA

Chairman Campbell stated two additional items have been added to the action agenda.

Commissioner Kirouac moved to set the action agenda with the addition of items 11G and 11H. Commissioner Tuck seconded the motion.

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

A. Consideration of Statement of Legislative Intent for amendments to the Land Development Regulations regarding Temporary Use Permits.

Rachel Barry, Zoning Supervisor, presented the request and addressed concerns raised by the Commission.

Chairman Campbell opened the floor to the public. Input was not provided.

Commissioner Kirouac moved approval for staff to proceed with the creation of new guidelines for temporary use permits for RVs after a main storm. Commissioner Elwell seconded the motion.

Chairman Campbell called for those in favor. The ayes have it and the motion carries. ***See SMB 152 Page 234.***

B. Request approval of two (2) temporary RV permits in accordance with Senate Bill (SB) 250.

Rachel Barry, Zoning Supervisor, presented the request.

Commissioner Kirouac moved approval for staff to proceed with processing the two (2) pending temporary RV permits consistent with the requirements of Florida Statutes, Section 125.023. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 152 Page 235.***

C. Request approval of the Tourist Development Council's recommendation for the FY 2023-2024 Marketing Plan and Budget.

Casey Hartt, TDC Lead Marketing Consultant, presented the request.

Commissioner Kirouac moved approval of the Tourist Development Council's recommendation for the FY 2023-2024 Marketing Plan and Budget. Commissioner Elwell seconded the motion.

Chairman Campbell opened the floor to the public. Input was received from Ray Royce.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 152 Page 236.***

D. Request to accept a Florida Department of Environmental Protection Resilient Planning Grant Award in the Amount of $340,000.00, approve Budget Amendment 22-23-135, with accompanying Resolution 22-23-135R, and approve an Interlocal Agreement with the Central Florida Regional Planning Council for the preparation of a vulnerability assessment and resiliency action plan for Project 22079.

Leah Sauls, Development Services Director, and Jennifer Codo-Salisbury and Curtis Knowles, with the Central Florida Regional Planning Council, presented the request.

Commissioner Kirouac moved approval to accept a Florida Department of Environmental Protection Resilient Planning Grant Award in the amount of $340,000.00; approve Budget Amendment 22-23-135, with accompanying Resolution 22-23-135R; and approve an Interlocal Agreement with the Central Florida Regional Planning Council for the preparation of a vulnerability assessment and resiliency action plan for Project 22079. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Central Florida Regional Planning Council file, FDEP file, Res. Book 34 Page 201 & SMB 152 Page 237.***

E. Request approval of the license agreement between Highlands County Board of County Commissioners and Lake June Pontoons, LLC.

Brandon Gunn, Interim Parks & Facilities Director, presented the request.

Public input was received from Kristen Smoyer.

Commissioner Elwell moved approval of the license agreement between the Highlands County Board of County Commissioners and Lake June Pontoons, LLC. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Lake June Pontoons, LLC file.***

F. Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance policies annual renewal for fiscal year 2023/2024.

Sherri Bennett, Human Resources Manager, Kristina Fyfe, Risk Management/Human Resources Specialist, and Kyle Stogel, with Brown & Brown PRIA, presented the request and addressed concerns raised by the Commission.

Commissioner Kirouac moved approval of the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance policies annual renewal for fiscal year 2023/2024. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Preferred Governmental Insurance Trust file.***

G. Request adoption of Resolution 22-23-185 for Budget Amendment 22-23-145 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration and Public Consulting Group related to the Public Emergency Medical Transportation (PEMT) Program.

Tanya Cannaday, Business Services Director, presented the request.

Commissioner Tuck moved approval of Resolution 22-23-185 for Budget Amendment 22-23-145 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration and Public Consulting Group related to the Public Emergency Medical Transportation (PEMT) Program. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 202 & SMB 152 Page 238.***

H. Request approval to expend funds from the Special Law Enforcement Trust Fund.

Laurie Hurner, County Administrator, presented the request.

Commissioner Elwell moved to approve the expenditure of State Forfeiture Funds in the amount up to $35,000. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 152 Page 239.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report

Sherry Sutphen, County Attorney, stated no new lawsuits have been filed against the county and commented on a new process in respect to ordinances. ***See SMB 152 Page 240.***

Ms. Hurner provided an update on the Willie Downs Project and stated Bevis Construction is the contractor that has been awarded the contract.

13. COMMISSIONERS

Commissioner Elwell congratulated the folks in Venus for their successful rib cookoff event and thanked staff for their hard work in facilitating the mental health and homelessness workshop.

Commissioner Tuck commented on the Venus rib cookoff.

Commissioner Kirouac commented on Venus Community Foundation and their rib cookoff. Commissioner Kirouac also commented on the 911 Memorial event he attended at the West Sebring Volunteer Fire Department.

Commissioner Roberts thanked all staff involved with putting together the mental health and homelessness workshop and requested staff look into the traffic light on U.S. 27 & Golfview Drive.

Commissioner Campbell commented on the reason he voted no regarding the mobile home and reminded everyone discussion is scheduled for November 7, 2023.

14. INFORMATIONAL

A. Board payables from September 7, 2023, to September 18, 2023. *See Check Reports file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting adjourned at 11:58 a.m.

PUBLIC HEARING OF THE BOARD to consider the FY 2023-2024 TENTATIVE BUDGET

SEPTEMBER 19, 2023

1. The meeting was called to order at 5:30 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac
Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Assistant County Administrator/Chief of Staff, Sally Hood, Accounting Director for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION
The meeting opened with a prayer led by Commissioner Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Chairman Campbell.

4. Public hearing statement (read by Chairman) to identify the millage rate and the purpose of the Public Hearing
Chairman Campbell read into the record the public hearing statement identifying the millage rate and purpose of the public hearing. ***See SMB 152 Page 241.***

5. Budget Presentation by staff

A. Presentation of the Fiscal Year (FY) 2023-2024 Tentative Budget Power Point
David Nitz, OMB Manager, gave a brief presentation on the Tentative Budget for FY 2023/2024. ***See SMB 152 Page 242.***

6. Final Budget Adoption Public Hearing open to public input, discussion and comments
Chairman Campbell opened the floor to the public. Input was not provided.

7. Motion for Resolutions for the adoption of the FY 2023-2024 Budget

A. Review of the FY 2023-2024 Tentative Budget and Adoption of Resolutions as required by the Florida Department of Revenue. *See SMB 152 Page 243.*

1.) Resolution No. 22-23-188 to adopt the FY 23/24 Budget for Municipal Service Units and Districts
Tanya Cannady, Business Services Director, read into the record the caption of the Resolution to adopt the budget for the municipal service units and districts for FY 23/24.

Commissioner Elwell moved approval to adopt Resolution No. 22-23-188 as read. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 203.***

2.) Resolution No. 22-23-189 to adopt the Final Millage Rate for FY 23/24.

Valerie Fleeger, Senior Budget Analyst, read into the record the caption of the Resolution to adopt the final millage rate for FY 23/24.

Commissioner Roberts moved approval to adopt Resolution No. 22-23-189 as read. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 34 Page 204.***

3.) Resolution No. 22-23-190 to adopt the Final Budget for FY 23/24.

David Nitz, OMB Manager, read into the record the caption of the Resolution to adopt the final budget for FY 23/24.

Commissioner Tuck moved approval to adopt Resolution No. 22-23-190 as presented. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 205.***

4.) Resolution No. 22-23-191 to adopt the Fee Schedule for FY 23/24.

Tanya Cannady, Business Services Director, read into the record the caption of the Resolution to adopt the Master Fee Schedule for FY 23/24.

Commissioner Kirouac moved approval to adopt Resolution No. 22-23-191 as read. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 206.***

5.) Resolution No. 22-23-192 to adopt the Capital Financial Strategy for the period beginning with FY 23/24.

David Nitz, OMB Manager, read into the record the caption of the Resolution to adopt the Capital Financial Strategy for the period beginning with FY 23/24.

Commissioner Roberts moved approval to adopt Resolution No. 22-23-192 as read. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 207.***

8. ADJOURN

Commissioner Kirouac moved to adjourn the Public Hearing of the Board.

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

The meeting was adjourned at 5:44 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 19, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-44 for Budget Amendment 23-24-030 to appropriate CARE Award donation.**

STATEMENT OF ISSUE

Upon the completion of the FY23/24 budget process, the Chair of the Board of County Commissioners volunteered to make a personal financial donation to the top three (3) departments that kept their requested budgets close to or below the recommended 5% increase cap. The three (3) finalists were Clinton Howerton/Solid Waste (with Capital removed for both years), Ingra Gardner/Community Programs, and Jonathan Harrison/Road & Bridge and their respective increases of 0.67%, 4.14%, and 6.21%.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-44 for Budget Amendment 23-24-030 to appropriate CARE Award donation.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and Fund 110 (Transportation Trust) in the amounts of $1,500.00 and $350.00, respectively. Funds will be appropriated in cost center 4500 (Critical Infrastructure-Exec), cost center 5200 (Community Programs), and cost center 4200 (Road & Bridge) in the amounts of $1,000.00, $500.00, and $350.00, respectively, for a total of $1,850.00.

Attachments: 23-24-030 Comm. CARE Awards Donation (BA).pdf
23-24-030R Comm. CARE Awards Donation (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 08, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/5/2023** SUBMITTED BY: **OMB**

FUND(S): **005, 110** FUND TITLE(S): **General, Transportation Trust** COST CENTER(S) #: **4500, 5200, 4200**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Critical Infrastructure-Exec, Community Programs, Road & Bridge**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3661000**	**Contributions & Donations**		**0.00**	**1,500.00**		**1,500.00**
E	**005**	**4500**	**54900**	**Other Charges & Obligations**		**0.00**	**1,000.00**		**1,000.00**
E	**005**	**5200**	**54900**	**Other Charges & Obligations**		**0.00**	**500.00**		**500.00**
R	**110**		**3661000**	**Contributions & Donations**		**0.00**	**350.00**		**350.00**
E	**110**	**4200**	**54900**	**Other Charges & Obligations**		**0.00**	**350.00**		**350.00**
									0.00
									0.00

REASON: **To appropriate the donation for the CARE Awards to the top three (3) departments that limited the budget increases.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-030**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 23-24-44

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-030 TO THE GENERAL AND TRANSPORTATION TRUST FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-030 is hereby approved and authorized to appropriate a donation for the CARE Awards to the departments with the largest cost-savings for the FY23/24 budget (percentage wise). The net fiscal impact is an increase in the amount of $1,850.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

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

SUBJECT/TITLE: **Request approval of Local Mitigation Strategy Working Group Organizations for Calendar Year 2024.**

STATEMENT OF ISSUE

The Local Mitigation Strategy Working Group (LMS/WG) is required by its Bylaws, in accordance with the Florida Administrative Code (F.A.C.), to solicit membership in the LMS/WG from the community. Each year, per the F.A.C., the Board of County Commissioners (BOCC) is to send specific organizations with authority to regulate development an invitation to participate in the LMS/WG. Interested organizations were asked to submit, in writing, a request for consideration by the BOCC. The invitation also was placed in the Highlands News-Sun newspaper. If approved by the BOCC, the total number of organizations will be seventeen. The LMS/WG is a voluntary organization whose purpose is to decrease the vulnerability of the citizens, governments, businesses and institutions of Highlands County to the future human, economic and environmental costs of natural, technological and societal disasters. The LMS/WG also develops, monitors, implements and maintains a comprehensive plan for hazard mitigation intended to accomplish this purpose.

RECOMMENDED ACTION

Move to accept and appoint the Organizations as Listed to the Local Mitigation Strategy Working Group for Calendar Year 2024.

Attachments: LMS.WG representation CY 2024 (1).pdf
LMS.WG Invitation to participate CY 2024.pdf

Local Mitigation Strategy – Working Group
Calendar Year 2024

Representatives **Organizations**
Highlands County Board of County Commissioners
Central Florida Regional Planning Council
City of Avon Park
City of Sebring
Town of Lake Placid
Emmanual United Church of Christ
Florida Department of Health
Florida Forest Service
Florida-Georgia District Lutheran Church Missouri Synod
Orange Blossom Baptist Association
School Board of Highlands County
Sebring Airport Authority
South Florida State College
South Florida State College Foundation
Spring Lake Improvement District
Sun N Lake Improvement District
Sun N Lakes of Lake Placid Special Rec District

Chairperson William J. Trucano, Jr., Director of Disaster Relief
Orange Blossom Baptist Association
4429 Mackerel Drive
Sebring, Florida 33870
Phone (863) 273-5450
E-mail wtrucanojr@gmail.com

Vice-chairperson To be determined
Phone
E-mail

Table 1 Local Mitigation Strategy Working Group Members

Representing	Voting Members	Voting Alternates
Highlands County Board of County Commissioners	Peg Kemler	Corey Amundsen
Central Florida Regional Planning Council	Curtis Knowles	Jeff Schmucker
City of Avon Park	Mark Schrader	Melody Sauerhafer
City of Sebring	Stephen Kramer	Scott Noethlich
Town of Lake Placid	Dana Riddell	Kevin McCarthy
Emmanual United Church of Christ	Amy Manierre	To Be Determined
Florida Department of Health	Lorie Jackson	Jennifer Roth

Local Mitigation Strategy – Working Group
Calendar Year 2024

Representing	**Voting Members**	**Voting Alternates**
Florida Forest Service	Miguel Nevarez	Joe Debree III
Florida-Georgia District Lutheran Church Missouri Synod	Rev. Richard Norris	Rev. Robert Maulella
Orange Blossom Baptist Association	Bill Trucano	To Be Determined
School Board of Highlands County	Willie Hills	Toby Cribbs
Sebring Airport Authority	Mike Willingham	Terry Elders
South Florida State College	Keith Loweke	Peter Elliott
Spring Lake Improvement District	Clay Shrum	Joe DeCerbo
SFSC Foundation	Jamie Bateman	Anastasia Saunders
Sun N Lakes of Lake Placid	Allen Hyman	To Be Determined
Sun N Lake Improvement District	Raymond “Boz” Bossert	Cynthia Kramer

Coordinators

Laura Strickland, Emergency Management Planning Coordinator
Highlands County Emergency Management
6850 W George Blvd
Sebring, FL 33875
863-402-7672
Email: ldstrickland@highlandsfl.gov

HIGHLANDS COUNTY EMERGENCY MANAGEMENT
6850 West George Blvd. Sebring, FL 33875
Phone: (863) 402-7600 / Fax: (863) 402-7400

Sir or Madam:

The Highlands County Board of County Commissioners (BOCC) hereby invites your organization to participate in the Local Mitigation Strategy/Working Group (LMS/WG) for the coming year. The LMS/WG is a voluntary organization. The purpose of the LMS/WG is to decrease the vulnerability of the citizens, governments, businesses, and institutions of Highlands County to the future human, economic, and environmental costs of natural, technological, and societal disasters. The LMS/WG also develops, monitors, implements, and maintains a comprehensive plan for hazard mitigation intended to accomplish this purpose.

The LMS/WG looks at the possible effects of the potential disasters facing Highlands County and seeks ways to minimize any effects and speed recovery. Each community and organization in Highlands County may be impacted by a disaster in different ways so it is beneficial to have varied representation in the LMS/WG to consider as many variables as possible before a disaster.

If your municipality, Native American Tribe or authorized tribal organization, water management district, regional planning council, independent special district, college, community college, county school district, local or regional agency involved with hazard mitigation, agency with authority to regulate development, private organization, civic organization, non-profit organization, trade or commercial support group or property owners association within Highlands County is interested in being represented on the LMS/WG to prepare for possible disasters that may impact the county, please provide, in writing, to the Highlands County Emergency Management, 6850 W. George Blvd, Sebring 33875, Attention LMS/WG Staff, by November 20, 2023, the name and contact information for a voting member and alternate voting member to represent your municipality, Native American Tribe or authorized tribal organization, water management district, regional planning council, independent special district, college, community college, county school district, local or regional agency involved with hazard mitigation, agency with authority to regulate development, private organization, civic organization, non-profit organization, trade or commercial support group or property owners association.

In December, the BOCC will designate each interested Native American Tribe or authorized tribal organization, water management district, regional planning council, independent special district, college, community college, county school district, local and regional agency involved with hazard mitigation, agency with authority to regulate development, private organization, civic organization, non-profit organization, trade and commercial support group, and property owners association which, together with all interested municipalities, will have representatives on the LMS/WG. The BOCC may also appoint members and alternate members to the LMS/WG from various agencies of county government.

Sincerely,

Chris Campbell, Chairman

BOARD OF COUNTY COMMISSIONERS SEAL

cc: Members of the Board of County Commissioners
Laurie Hurner, County Administrator, Nicholas Sawyer, Deputy County Administrator

From: Hemler, Kyle E
To: Amundsen, Corey; Bill Trucano; Clay Shrum; Collinsworth, Hailey C.; Curtis Knowles (cknowles@cfrpc.org); Cynthia Kramer; Dana Riddell; David Grubich; Hemler, Kyle E; Howerton Jr, Clinton; Jackson,Lorie; Jeff Schmucker; Jennifer Roth; Joe DeCerbo; Joshua Watkins; Julia Mercer; Kathleen Border; Keith Loweke; Strickland, Laura D.; Laura Zirbel; Mark Schrader; Kemler, Peggy C.; Peter Elliott; Richard Norris; Scott Noethlich; Stephen Kramer; Terry Elders; Toby Cribbs; Willie Hills
Subject: Local Mitigation Strategy (LMS) Working Group Invitation to Participate
Date: Thursday, September 28, 2023 10:22:34 AM
Attachments: image001.png
Invitation to Participate - Signed.pdf

Good morning,

Please find attached an Invitation to Participate in Highlands County's LMS/WG and would greatly appreciate your participation in the Working Group and/or the upcoming meetings. If you would prefer not to join the Working Group, but would still like to participate in the meetings, feel free to attend as a member of the public. We currently meet quarterly, with special meetings as necessary; our first meeting of the 2024 Year is January 17, 2024.

If you would like to become a member or continue your membership with the LMS Working Group, please provide me with a letter from your organization by November 16, 2023.

I am sending this email to all of the current LMS Working Group members and their alternates. Please do not Reply All when responding to this email.

Please let me know if you have any questions or need any additional information.

Respectfully,

Kyle Hemler
Emergency Management Planning Coordinator
Highlands County Emergency Management
6850 W George Blvd. Ÿ Sebring, FL 33875
(o) 863-402-7674 (c) 863-273-7653 (f) 863-402-7400
kehemler@highlandsfl.gov
www.highlandsfl.gov

NOTICE OF REQUEST FOR INTERESTED PARTIES
LOCAL MITIGATION STRATEGY/WORKING GROUP

YOU ARE HEREBY NOTIFIED that the Local Mitigation Strategy/Working Group (LMS/WG) is seeking organizations interested in participating for the 2024 calendar year.

HIGHLANDS COUNTY EMERGENCY MANAGEMENT
6850 West George Blvd. Sebring, FL 33875
Phone: (863) 402-7600 / Fax: (863) 402-7400

Sir or Madam:

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Sincerely,

Chris Campbell, Chairman

SEAL

cc: Members of the Board of County Commissioners
Laurie Hurner, County Administrator, Nicholas Sawyer, Deputy County Administrator

Responses should be submitted in writing to the Highlands County Emergency Management Department, Attention LMS/WG Staff, 6850 W. George Blvd Sebring FL 33875, no later than Monday, November 20, 2023. Interested organization responses will be presented to the Highlands County Board of County Commissioners at a meeting in December. Inquiries should be directed to Kyle Hemler, Highlands County Emergency Management Planning Coordinator, at this address or by phone at (863) 402-7600.

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

Mr. Chris Campbell, Chairman of the Board of County Commissioners

adno=00137146

NOTICE OF REQUEST FOR INTERESTED PARTIES
LOCAL MITIGATION STRATEGY/WORKING GROUP

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HIGHLANDS COUNTY EMERGENCY MANAGEMENT
6850 West George Blvd. Sebring, FL 33875
Phone: (863) 402-7600 / Fax: (863) 402-7400

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Sincerely,

Chris Campbell, Chairman

cc: Members of the Board of County Commissioners
Laurie Hurner, County Administrator, Nicholas Sawyer, Deputy County Administrator

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Mr. Chris Campbell, Chairman of the Board of County Commissioners

NOTICE OF REQUEST FOR INTERESTED PARTIES
LOCAL MITIGATION STRATEGY/WORKING GROUP

YOU ARE HEREBY NOTIFIED that the Local Mitigation Strategy/Working Group (LMS/WG) is seeking organizations interested in participating for the 2024 calendar year.

INSERT INVITATION

Responses should be submitted in writing to the Highlands County Emergency Management Department, Attention LMS/WG Staff, 6850 W. George Blvd Sebring FL 33875, no later than Monday, November 20, 2322. Interested organization responses will be presented to the Highlands County Board of County Commissioners at a meeting in December. Inquiries should be directed to Kyle Hemler, Highlands County Emergency Management Planning Coordinator, at this address or by phone at (863) 402-7600.

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Mr. Chris Campbell, Chairman of the Board of County Commissioners

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This notice is to be published a minimum of 1 time in the Highlands News-Sun and as follows:

To be published in the Highlands News-Sun on: **Monday, October 20, 2023**.

SEND PROOF OF PUBLICATION TO:

Highlands County Emergency Management, c/o Kyle Hemler, 6580 W George Blvd, Sebring, FL 33875.

BILL TO: BILL TO: Highlands County Emergency Management

The contents of this notice must be of a size that is legible.

The advertisement shall be no less than 2 columns (4.889") wide x 10" long, in standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The contents of this notice must be a size that is legible. Please fax a copy of the advertisement before publishing to Emergency Management at 863-402-7400.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-623SS for two (2) parcels totaling an approximate 3.82-acres, from Agriculture (AG) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for two (2) parcels totaling an approximate 3.82-acres to change the Future Land Use Map from Agriculture (AG) to Medium Density Residential (RM). One of the two parcels contains a single-family residence and a detached garage, while the second of the two parcels is vacant of structures and native vegetation. The property owner of the vacant parcel intends to utilize the property for construction of a single-family residential unit.

The Planning and Zoning Commission recommended approval of CPA-23-623SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-03, CPA-23-623SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.82-acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-623SS 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-23-623SS for BCC Samuelsson & Foster.pdf
Application CPA-23-623SS Samuelsson & Foster.pdf
Ordinance CPA-23-623SS Samuelsson & Foster.pdf
Ordinance Fiscal Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/19/2023
Case Number: CPA-23-623SS	**Case Name:** Samuelsson and Foster FLUM Amendment
Agent: Tilin Foster	**Property Owners:** Inger Samuelsson, Tilin Foster, Hal Foster
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 3.82-acres, from Agriculture (AG) to Medium Density Residential (RM)

General Location: Two (2) parcels totaling an approximate 3.82-acres located in Basket Lake Groves, on the north side of Arbuckle Creek Road, approximately 0.29 miles northeast of SR 17 N, 0.71 miles northeast of Sebring Parkway, 0.11 miles north of Dinner Lake, and 0.97 miles west of Powerline Road; the address for one parcel being 1830 Arbuckle Creek Road, Sebring, and the other parcel having an unassigned address (Parcel C-17-34-29-010-0000-1591)

PARCEL ID: C-17-34-29-010-0000-1590
C-17-34-29-010-0000-1591

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 23-24-03, CPA-23-623SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.82-acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-623SS 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-23-623SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.82-acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-623SS 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 November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-23-623SS – INGER SAMUELSONN AND TILIN & HAL FOSTER, C/O TILIN FOSTER</u>** Two (2) parcels totaling an approximate 3.82-acres located in Basket Lake Groves, on the north side of Arbuckle Creek Road, approximately 0.29 miles northeast of SR 17 N, 0.71 miles northeast of Sebring Parkway, 0.11 miles north of Dinner Lake, and 0.97 miles west of Powerline Road; the address for one parcel being 1830 Arbuckle Creek Road, Sebring, and the other parcel having an unassigned address (Parcel C-17-34-29-010-0000-1591); and legally described together as follows: Farm Lot 159, Basket Lake Groves, according to the Plat thereof as recorded in Plat Book 3, Page 25, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Agriculture (AG) to Medium Density Residential (RM). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There no letters received, and no one spoke in favor or against the request.

   Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-623SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.82-acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-623SS 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 6-0."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of two (2) parcels totaling an approximate 3.82-acres, from AG to RM.

   The eastern parcel of the area being considered for amendment (1830 Arbuckle Creek Road) contains one single-family residence and a detached garage. The western parcel of the area being considered for amendment (Parcel C-17-34-29-010-0000-1591) is vacant of structures and native vegetation. The property owner of the vacant parcel intends to utilize the property for construction of a single-family residential unit.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Single-Family Residence (SFR)/Vacant (proposed SFR)	AG	Two-Family Dwelling District (R-2)
Adjacent Property to the North	Grove	AG	Agricultural District (AU)
Adjacent Property to the South	SFRs	Low Density Residential (RL)/RM	Residential Districts (R-1A & R-1)
Adjacent Property to the East	Grove	AG	AU
Adjacent Property to the West	Vacant	AG	R-2

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.212: Two-Family Dwelling District (R-2).

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;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of

Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.
B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water…

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   Zoning Division: The staff has no objection to this request.

   Engineering Department: Approved with conditions. A replat will be required prior to the issuance of a building permit.

   Florida Department of Health: No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Natural Resources Division.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   A. Natural Features Analysis:
   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 135 and 145 feet.
   2. **Soils:** The soil underlying the site is "Astatula Sand, 0 to 8% slopes." The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level

to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
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 a single-family residence on one parcel, and the other parcel is currently vacant.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcels carry a potential population yield of 2.25 persons that originate from the existing single-family residence, which exceeds the maximum density threshold for the AG land use designation; 3.82 ÷ 5 acres = 0.72 dwelling units; 1 existing dwelling unit x 2.25 persons = 2.25 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 8 dwelling units per acre and carries a potential population yield of 67 persons; 3.82 acres x 8 dwelling units = 30.56 dwelling units; 30 dwelling units x 2.25 person = 67.50.
7. **The Applicant's proposed development program:** The Applicant is proposing to change the FLUM to comply with the existing zoning designation to allow for the construction of an additional single-family residence.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0139C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property 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.
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 Arbuckle Creek Road and Andover Road. Driveway access will be determined at the time of development.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools: The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. Airports: The subject property is located approximately 6.51 miles southeast of the Avon Park Executive Airport and 7.19 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. The site can be developed without adversely affecting natural resources or ecosystems. All required permits from appropriate agencies shall 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 an existing central potable water system. 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 property is located along a proposed shared bikeway which will further provide a linkage to an existing multi-use path along Sebring Parkway, allowing connectivity to a range of community uses originating from the urban core center of Sebring.

(4) Promotes conservation of water and energy:

The property is located in an area with existing water connections and medium density developments adjacent to and within the City of Sebring. The proposed amendment will promote an outward expansion of the RM Land Use category that exists primarily to the south, east, and west of the property. The property is also located in an increasingly urbanized area with nearby schools, recreation, and commercial uses. Building in this area will reduce travel time for vehicles, thereby conserving energy.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This indicator is not applicable.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

Development of this site, in accordance with the RM Land Use category, would be consistent with residential development growth patterns that exist in the immediate vicinity.

(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 proposed Small Scale Comprehensive Plan Amendment.

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 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-23-623SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.82-acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-623SS 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 5: Zoning Map

Exhibit 1:

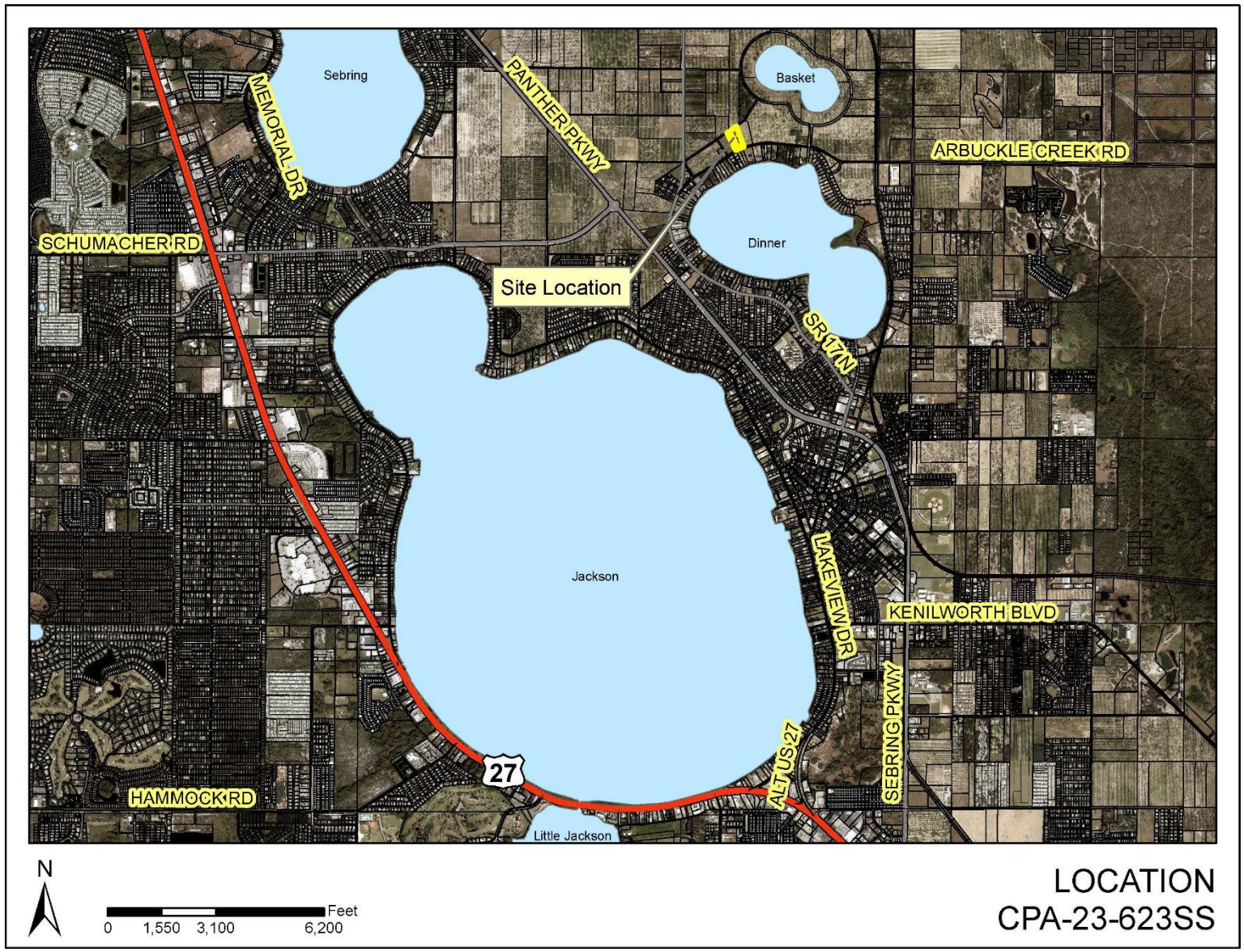

Sebring
Basket
MEMORIAL DR
PANTHER PKWY
ARBUCKLE CREEK RD
SCHUMACHER RD
Dinner
Site Location
SR 17N
Jackson
LAKEVIEW DR
KENILWORTH BLVD
SEBRING PKWY
ALT US 27
27
HAMMOCK RD
Little Jackson
N
Feet
0
1,550
3,100
6,200
LOCATION
CPA-23-623SS

Exhibit 2:

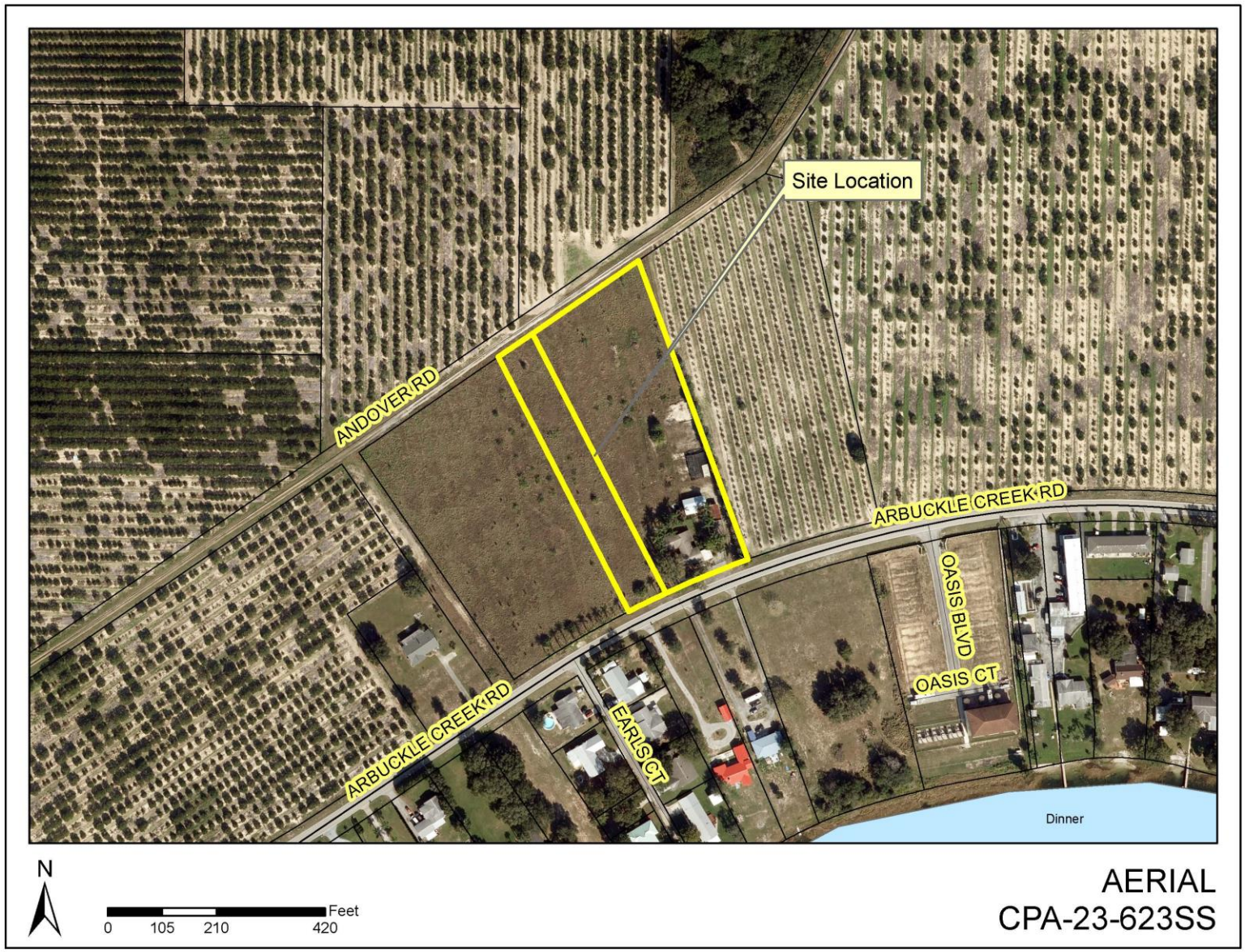

Site Location
ANDOVER RD
ARBUCKLE CREEK RD
ARBUCKLE CREEK RD
EARLS CT
OASIS BLVD
OASIS CT
Dinner
N
0
105
210
420
Feet
AERIAL
CPA-23-623SS

Exhibit 3:

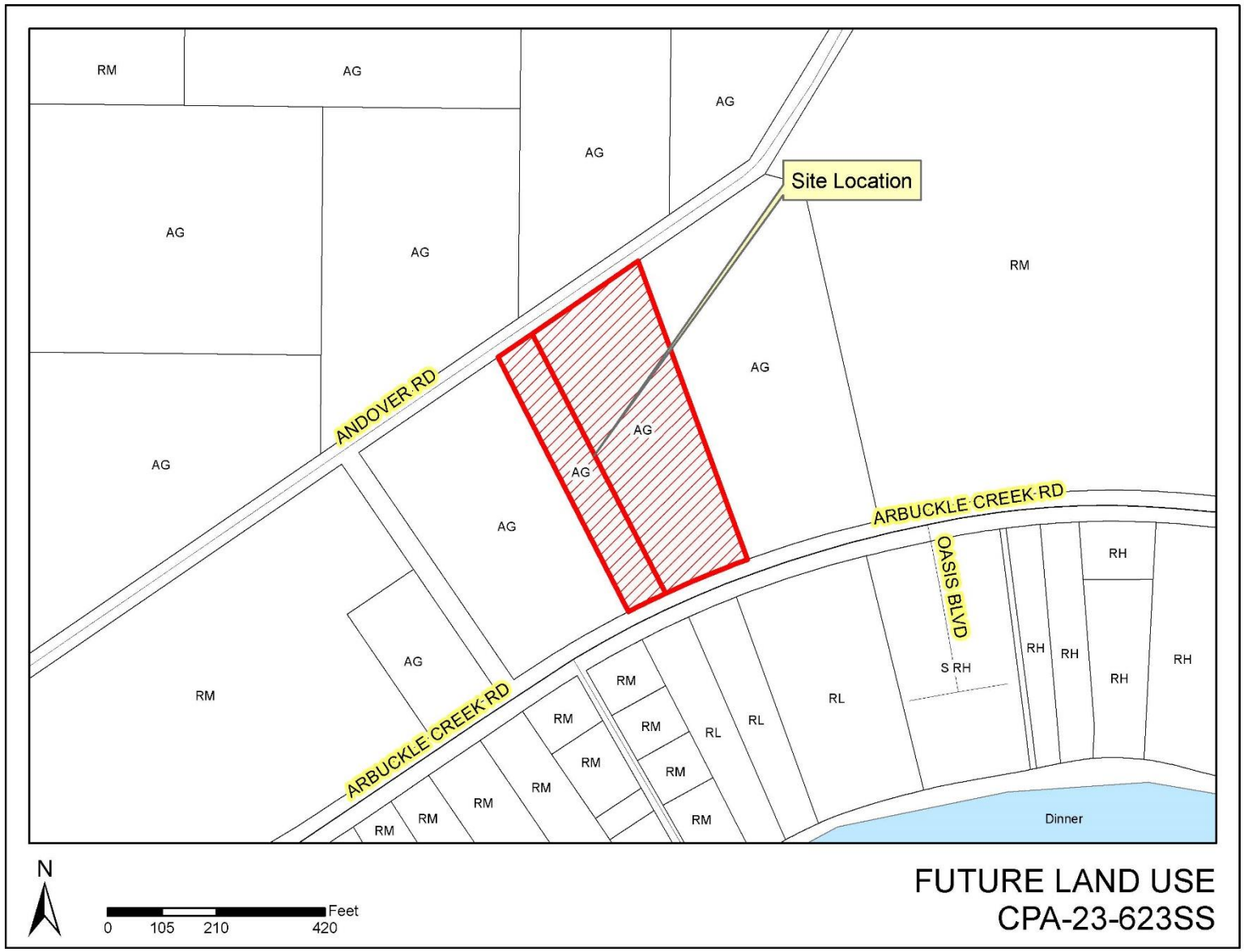

Site Location
ANDOVER RD
ARBUCKLE CREEK RD
ARBUCKLE CREEK RD
OASIS BLVD
S RH
Dinner
RM
AG
RL
RH
N
0
105
210
420
Feet
FUTURE LAND USE
CPA-23-623SS

Exhibit 4:

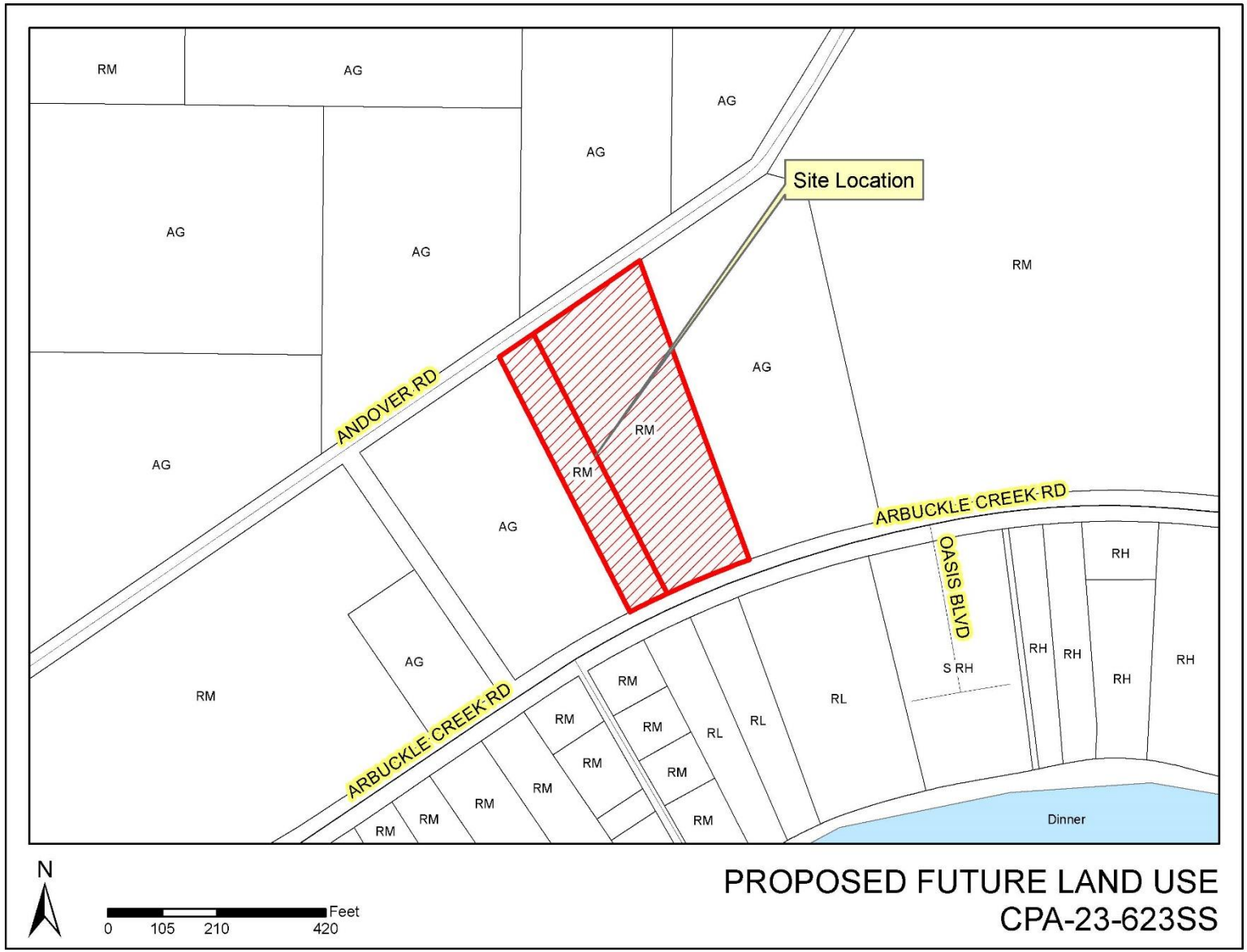
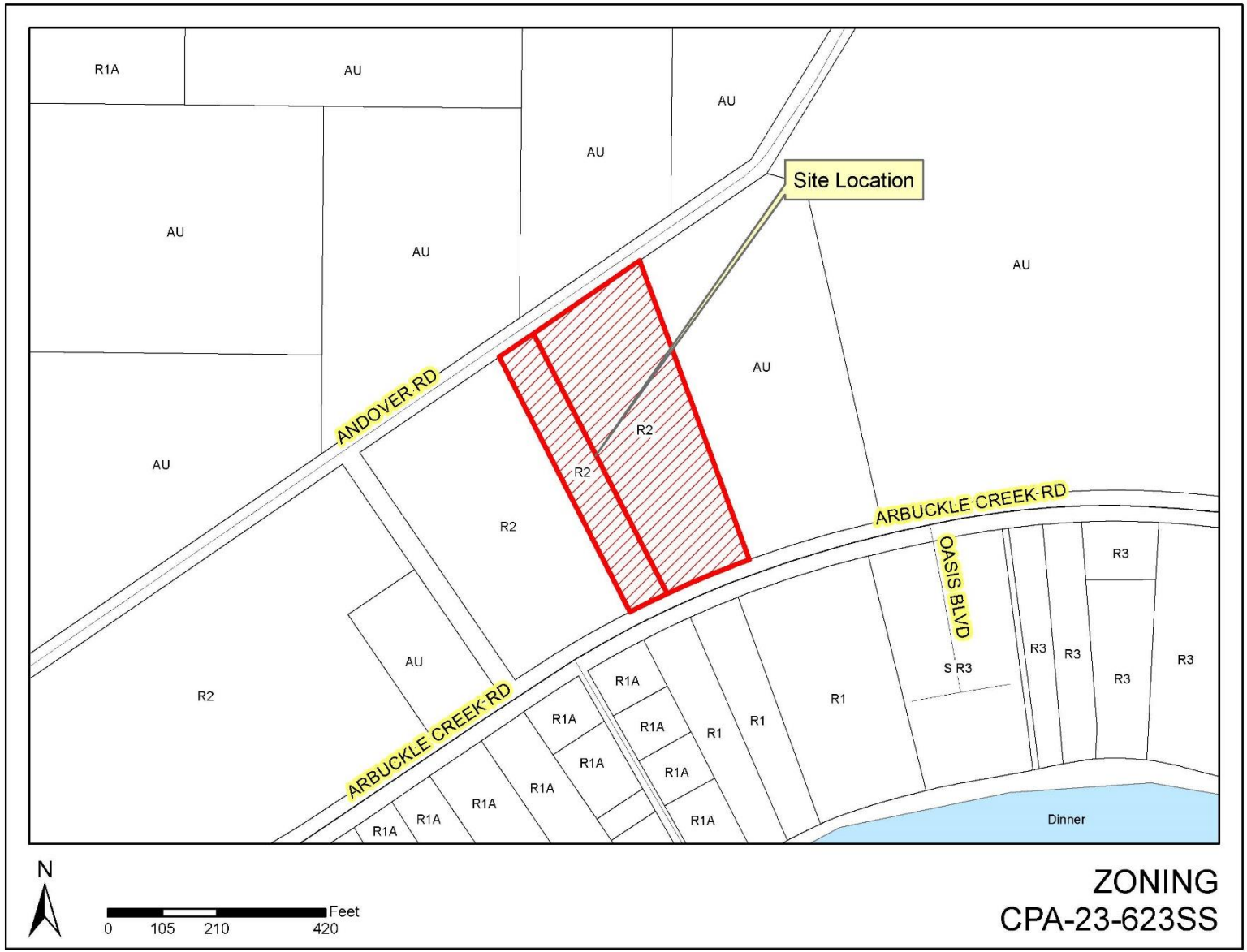

RM
AG
AG
AG
AG
AG
AG
AG
AG
RM
Site Location
ANDOVER RD
RM
RM
AG
AG
ARBUCKLE CREEK RD
OASIS BLVD
RH
RH
RH
RH
RH
S RH
RM
AG
RM
RM
RM
RM
RM
RM
RM
RM
RM
RM
RL
RL
RL
ARBUCKLE CREEK RD
Dinner
N
Feet
0
105
210
420
PROPOSED FUTURE LAND USE
CPA-23-623SS

Exhibit 5:


R1A
AU
AU
AU
AU
AU
AU
AU
AU
Site Location
ANDOVER RD
R2
R2
R2
AU
R2
ARBUCKLE CREEK RD
OASIS BLVD
S R3
R3
R3
R3
R3
R3
R1A
R1A
R1A
R1A
R1A
R1A
R1A
R1A
R1A
R1
R1
R1
Dinner
N
0
105
210
420
Feet
ZONING
CPA-23-623SS

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: AG Change to: RM

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY: Project No. 23090007 receipt No. 430000001162

Case Number: CPA-23-623 (SS/LS) **Date of Application:** 8/11/2023

Amount of Fee: $1,500.00 **Tax Map No.:** 68-A

Hearing Dates: P&Z 10/10/2023 BOCC 11/21/2023

This application has been reviewed for completeness and determined sufficient.

Signed: Planning and Zoning Manager Date 8/23/2023

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-17-34-29-010-0000-1591 STRAP No. C-___-___-___-____-____-____

STRAP No. C-17-34-29-010-0000-1590 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): Inger Samuelsson (lot 1590) and Tilin & Hal Foster (lot 1591)

   Mailing Address: 1830 Arbuckle Creek Rd, Sebring FL 33870

   Daytime Telephone No. (863) 385-4491 **E-Mail Address:** ingnpete@hotmail.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: Tilin Foster

   Mailing Address: 3207 Belaire Ct. Sebring FL 33870

   Daytime Telephone No. (863) 471-0779 **E-Mail Address:** tilinandjason@hotmail.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:
Land use change needed from AG to RM. Property owner sold 1.02ac from lot 1590 to the Fosters which created lot 1591. To make both lots "buildable/rebuildable", land use change is required.

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) Retain RM land use for both lots and remove AG designation.
   b. Objective(s) Allow single family dwelling to be build on lot 1591 and allow for home
   c. Policy(ies) already on lot 1590 to be in good legal/build standing.

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 A

6. **Street Address(es) of Property Covered by the Application**:
1. 1830 Arbuckle Creek Rd. (lot 1590)
2. No address (lot 1591)

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: not applicable

8. **Existing Zoning District:** R2 **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
One residential unit

10. **Are there existing structures on the property?** ☑ **Yes** ☐ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)
One residential unit on lot 1590

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) _____feet, (depth) _____feet, road frontage _____feet, water frontage _____ feet, **Total acres:** Attachmnt B

If different from the total acreage, the developable portion is _____ +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Citrus	AG	AG
South	Residential	RL	R1, R1A
East	Citrus	AG	AU
West	Residential	AG	R2

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 2

16. **Residential Density:** The proposed density is 1.91 units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at ____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the Sebring City Utilities water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

Attachment A-Text Format Legal Description: 1830 Arbuckle Creek Road, Sebring FL

LOT 1590

FARM OR GROVE LOT 159, BASKET LAKE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 25, OF THE PUBLIC RECORDS OF DESOTO COUNTY. FLORIDA (OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART),

LESS AND EXCEPT THE FOLLOW:

A PORTION OF FARM OR GROVE LOT 159, **BASKET LAKE GROVES,** ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 3, PAGE 25, OF THE PUBLIC RECORD OF DESOTO COUNTY, FLORIDA (OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 160; THENCE NORTH 55 DEGREES 37'44" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF ANDOVER ROAD, AND ALONG THE NORTH LINE OF SAID LOT 160, A DISTANCE OF 317.34 FEET TO THE COMMON POINT BETWEEN LOTS 159 &160; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 55 DEGREE 37'44" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF ANDOVER ROAD, AND ALONG THE NORTH LINE OF SAID LOT 159, A DISTANCE OF 80.01 FEET TO A POINT; THENCE SOUTH 27 DEGREES 21'56" EAST, A DISTANCE OF 556.13 FEET TO A POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBUCKLE CREEK ROAD; SAID POINT ALSO BEING A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING FOR ITS ELEMENTS A RADIUS OF 2,028.74 FEET AND A CENTRAL ANGLE OF 02 DEGREES 15'34", THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 80.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 47'20" WEST, 80.00 FEET TO THE COMMON POINT BETWEEN LOTS 159 &160; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 27 DEGREES 18'21" WEST, ALONG THE COMMON LINE BETWEEN LOTS 159 & 160, A DISTANCE OF 544.76 FEET TO THE POINT OF BEGINNING. CONTAINING 43,848 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.

LOT 1591

A PORTION OF FARM OR GROVE LOT 159, **BASKET LAKE GROVES,** ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 3, PAGE 25, OF THE PUBLIC RECORD OF DESOTO COUNTY, FLORIDA (OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 160; THENCE NORTH 55 DEGREES 37'44" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF ANDOVER ROAD, AND ALONG THE NORTH LINE OF SAID LOT 160, A DISTANCE OF 317.34 FEET TO THE COMMON POINT BETWEEN LOTS 159 &160; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 55 DEGREE 37'44" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF ANDOVER ROAD, AND ALONG THE NORTH LINE OF SAID LOT 159, A DISTANCE OF 80.01 FEET TO A POINT; THENCE SOUTH 27 DEGREES 21'56" EAST, A DISTANCE OF 556.13 FEET TO A POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBUCKLE CREEK ROAD; SAID POINT ALSO BEING A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING FOR ITS ELEMENTS A RADIUS OF 2,028.74 FEET AND A CENTRAL ANGLE OF 02 DEGREES 15'34", THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 80.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 47'20" WEST, 80.00 FEET TO THE COMMON POINT BETWEEN LOTS 159 &160; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 27 DEGREES 18'21" WEST, ALONG THE COMMON LINE BETWEEN LOTS 159 & 160, A DISTANCE OF 544.76 FEET TO THE POINT OF BEGINNING. CONTAINING 43,848 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Tilin Foster, 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. TF

An appointment is required before entering the property. ____

Tilin Foster
Print Name of Owner

Tilin Foster
Signature of Owner

3207 Belaire Ct.
Address: Number and Street (P.O. Box)

Sebring FL 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 10TH day of AUGUST, 2023 by TILIN FOSTER who is personally known by me ☒ or who has produced FL DL, as identification and who did take an oath:

Signature

JOHN CHEEZAN
Print Name

Notary Public, State of Florida
My Commission Expires: NOV 17, 2026

JOHN CHEEZAN
Notary Public - State of Florida
Commission # HH 333435
My Comm. Expires Nov 17, 2026
Bonded through National Notary Assn.

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Inger Samuelsson, 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. IS

An appointment is required before entering the property. _____

Inger Samuelsson
Print Name of Owner

Inger Samuelsson
Signature of Owner

1830 Arbuckle Creek Rd
Address: Number and Street (P.O. Box)

Sebring, FL 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 2nd day of August, 2023 by Inger Samuelsson who is personally known by me ☐ or who has produced Fl. Drivers License, as identification and who did take an oath:

Courtney Mosely
Signature

Courtney Mosely
Print Name

COURTNEY MOSELY
Notary Public - State of Florida
Commission # HH 396718
My Comm. Expires May 10, 2027

Notary Public, State of Florida
My Commission Expires: May 10th, 2027

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Hal Foster, 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. _____

Hal Jason Foster
Print Name of Owner

Hal Jason Foster
Signature of Owner

3207 Belaire Ct.
Address: Number and Street (P.O. Box)

Sebring FL 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 10TH day of AUGUST, 2023, by HAL JASON FOSTER who is personally known by me ☒ or who has produced FL DL, as identification and who did take an oath:

Signature

JOHN CHEEZAN
Print Name

JOHN CHEEZAN
Notary Public - State of Florida
Commission # HH 333435
My Comm. Expires Nov 17, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: NOV 17, 2026

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 FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for Tilin Foster to be my agent for this application.

Inger Samuelsson
Print Name of Applicant

Inger Samuelsson
Signature of Applicant

1830 Arbuckle Creek Rd
Address: Number and Street (P.O. Box)

Sebring, FL 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 10 day of August, 2023 by Inger Samuelsson who is personally known by me ☐ or who has produced Driver License, as identification and who did take an oath:

Julissa Urbina
Signature

Julissa Urbina
Print Name

JULISSA URBINA
Notary Public - State of Florida
Commission # HH 334499
My Comm. Expires Nov 21, 2026

Notary Public, State of Florida
My Commission Expires: NOV. 21, 2026

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Tilin Foster, 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.

Tilin Foster
Print Name of Agent

Tilin Foster
Signature of Agent

3207 Belaire Ct.
Address: Number and Street (P.O. Box)

Sebring, FL 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 10th day of August, 2023, by Tilin Foster who is personally known by me ☒ or who has produced FL DL, as identification and who did take an oath:

Signature

JOHN CHEEZAN
Notary Public - State of Florida
Commission # HH 333435
My Comm. Expires Nov 17, 2026
Bonded through National Notary Assn.

John Cheezan
Print Name

Notary Public, State of Florida
My Commission Expires: Nov 17, 2026

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

August 8, 2023

To Whom It May Concern:

Re: Parcel I.D. C-17-34-29-010-0000-1591

Listed below is the water capacity data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Kim Shands

Kim Shands
Administrative Coordinator

cc: Bob Boggus, Utilities Director
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Depart
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

August 9, 2023

Tilin & Hal Foster

School Year of Analysis: **2023/2024**

Proposed Development:
Applicant: Tilin & Hal Foster
Location (map attached): 1830 Arbuckle Creek Road, Sebring, FL C-17-34-29-010-0000-1590

School Attendance Zones:
Elementary: **Woodlawn Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: __1__Single Family __Mobile Home ___ 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

Depart 259
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 (+/-)
Woodlawn Elementary	38.80	0	38.80	.13	38.67
Hill-Gustat Middle	233.40	0	233.40	.07	233.33
Sebring High	527.98	0	527.98	.08	527.90

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
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

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Equal Opportunity Employment and Veteran's Preference Employer

Attachment B

11.Existing Property Information: Size of Property
Lot 1590: 2.80 acres
(width) feet:256.31
(depth) feet:607.24 and 556.13
road frontage feet:171.15

water frontage feet: None

Lot 1591: 1.02 acres
(width) feet: 80.01
(depth) feet: 556.13 and 544.76
road frontage feet:80.00

water frontage feet: None

Total acres: 3.82

ORDINANCE NO. 23-24-03

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-17-34-29-010-0000-1590 AND C-17-34-29-010-0000-1591; 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 the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-17-34-29-010-0000-1590 and C-17-34-29-010-0000-1591 ("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 November 14, 2023, to review the small-scale amendment to the Property, identified by CPA-23-623SS, 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-23-623SS 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-23-623SS, 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-23-623SS, 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-23-623SS; 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-23-623SS, 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-23-623SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-17-34-29-010-0000-1590 and C-17-34-29-010-0000-1591, consisting of approximately 3.82 acres and more particularly described together as:

> Farm Lot 159, Basket Lake Groves, according to the Plat thereof as recorded in Plat Book 3, Page 25, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

is hereby changed from "Agriculture" and "Industrial" to "Medium Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium 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-23-623SS, 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 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Fiscal Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-03

ORDINANCE TITLE: CPA-23-623SS

DEPARTMENT: Development Services

MEETING DATE: December 19, 2023

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:

X 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: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-625SS, for two (2) parcels totaling an approximate 9.57-acres, from Agriculture (AG) and Industrial (I) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for two parcels totaling an approximate 9.57-acres to change the Future Land Use Map from Agriculture (AG) and Industrial (I) to Commercial (C). The parcels are vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development to provide for a covered storage operation of RVs, boats, cars, trucks, etc.

There is a companion request for a zoning change from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), P&Z 2139.

The Planning and Zoning Commission recommended approval of CPA-23-625SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-04, CPA-23-625SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.57 acres from Agriculture (AG) and Industrial (I) to Commercial (C), and transmit CPA-23-625SS 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-23-625SS for BCC Trademark Custom Construction Inc.pdf
Application CPA-23-625SS Trademark Custom Construction Inc.pdf
Ordinance CPA-23-625SS Trademark Custom Construction Inc.pdf
Ordinance Fiscal Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/19/2023
Case Number: CPA-23-625SS	**Case Name:** Trademark Custom Construction FLUM Amendment
Agent: Polston Engineering	**Property Owners:** Trademark Custom Construction, Inc.
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 9.57-acre parcel, from Agriculture (AG) and Industrial (I) to Commercial (C).

General Location: Two (2) parcels totaling an approximate 9.57-acres located in Desoto City Farm Lots, on the east side of Tractor Road, approximately 0.2 miles north of the intersection of US 27 South and US 98, 0.24 miles west of Red Beach Lake, and 0.23 miles south of South George Boulevard; the address of one parcel being 7804 Tractor Road, Sebring, and the other parcel being identified by Parcel ID C-15-35-29-050-0000-0031.

PARCEL ID: C-15-35-29-050-0000-0030
C-15-35-29-050-0000-0031

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 23-24-04, CPA-23-625SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.57 acres from Agriculture (AG) and Industrial (I) to Commercial (C), and transmit CPA-23-625SS 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-23-625SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.57 acres from Agriculture (AG) and Industrial (I) to Commercial (C), and transmit CPA-23-625SS 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 November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>B. HEARING NUMBER CPA-23-625SS – TRADEMARK CUSTOM CONSTRUCTION, LLC, C/O POLSTON ENGINEERING</u>** Two (2) parcels totaling an approximate 9.57-acres located in Desoto City Farm Lots, on the east side of Tractor Road, approximately 0.2 miles north of the intersection of US 27 South and US 98, 0.24 miles west of Red Beach Lake, and 0.23 miles south of South George Boulevard; the address of one parcel being 7804 Tractor Road, Sebring, and the other parcel being identified by Parcel ID C-15-35-29-050-0000-0031; and legally described together as follows: Farm Lot 3, in Section 15, Township 35 South, Range 29 East, Desoto City, according to the plat thereof as recorded in Plat Book 3, Page 21, Public records of Desoto County, Florida, of which Highlands County was formerly a part.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Agriculture (AG) and Industrial (I) to Commercial (C). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There no letters received, and no one spoke in favor or against the request.

   Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-625SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.57-acres from Agriculture (AG) and Industrial (I) to Commercial (C), and transmit CPA-23-625SS 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 6-0."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of two (2) parcels totaling an approximate 9.57-acres, from AG and I to C.

   The parcels are vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development to provide for a covered storage operation of RVs, boats, cars, trucks, etc.

   There is a companion request for a zoning change from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), P&Z 2139.

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	AG & I	AU, I-1, & B-3

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Highlands Oaks RV Resort	High Density Residential (RH)	Campground District (CG-3)
Adjacent Property to the South	Powersport Vehicle Dealership (Formerly Vehicle Performance Shop)	AG & I	AU & Industrial District (I-2)
Adjacent Property to the East	Single-Family Residence	Low Density Residential (RL)	Residential District (R-1)
Adjacent Property to the West	Vacant	Commercial/Industrial Mixed Use (CI)	B-3

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG), Policy 1.2.D.7: Commercial (C), and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), 12.05.242: Business District (B-3), and Section 12.05.251: Industrial District (I-1).

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:

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

Policy 1.2, Land Use Categories, Densities, and Intensities:

C. Nonresidential Land Use Categories: The intensity of nonresidential development shall recognize natural environmental constraints, traffic and access, the character of surrounding development, and the necessity of

potable water and central wastewater installations as a prerequisite to development.

Infrastructure Element

Objective 5: 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.

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

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: [Subject property was formerly Xeric Upland habitat and likely contains certain protected plant and/or animal species.] An Environmental Clearance Report should be required for this property.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Florida Department of Environmental Protection, Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, Highlands County Economic Development.

3. 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 having an elevation between 105 and 125 feet.
2. **Soils:** The soil underlying the site is Astatula Sand, 0 to 8% slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has not been fully cleared of native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture and Industrial.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
5. **Current FLUM Intensity/Density:** The current FLUM allows a maximum Floor Area Ratio (FAR) of 1.0 in the area designated Industrial. The area designated Agriculture would allow one dwelling unit per five acres; however, the area is less than five acres and therefore would not allow any dwelling units.
6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum FAR of 0.7 for office uses and a maximum FAR of 0.8 for other commercial uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes and intends to develop a covered storage facility for RVs, boats, cars, trucks, etc.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. However, the Natural Resources Division noted that there is Xeric habitat known to occur. 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.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard

Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0241C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is located within the 600-foot radius Zone of Control around a public potable water well, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. Land uses and activities shall be consistent with Infrastructure Policies 6.6.A.2 and 6.6.A.3.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property 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.
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 Tractor Road. A driveway location will be formally determined during the commercial site review process.
5. **Railroad Access:** The site is not located adjacent to railroad tracks or a rail spur.
6. **Recreation:** The proposed development will not require the need for recreation. However, pursuant to Section 12.09.103.C of the Highlands County LDRs, proposed development abutting collector facilities shall provide sidewalks adjacent to the collector roadway.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. Schools: The permitted uses within the proposed Commercial Future Land Use designation are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 12.8 miles southeast of the Avon Park Executive Airport and 4.8 miles southwest 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 commercial uses. The proposed use will not adversely impact natural resources or ecosystems. All required permits from appropriate agencies shall 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 an existing central potable water system, and a central wastewater system when it becomes available. 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:

This indicator is not applicable.

(4) Promotes conservation of water and energy:

The property is located in close proximity to a prominent commercial node. Building in this area will allow consumers to combine trips.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This indicator is not applicable.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

The proposed development is in an existing industrial and commercial area, which will allow for additional industrial and commercial uses for the residential neighborhoods in the area.

(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 proposed Small Scale Comprehensive Plan Amendment but **is required** prior to any land clearing or development on the property.

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 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-23-625SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.57 acres from Agriculture (AG) and Industrial (I) to Commercial (C), and transmit CPA-23-625SS 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:

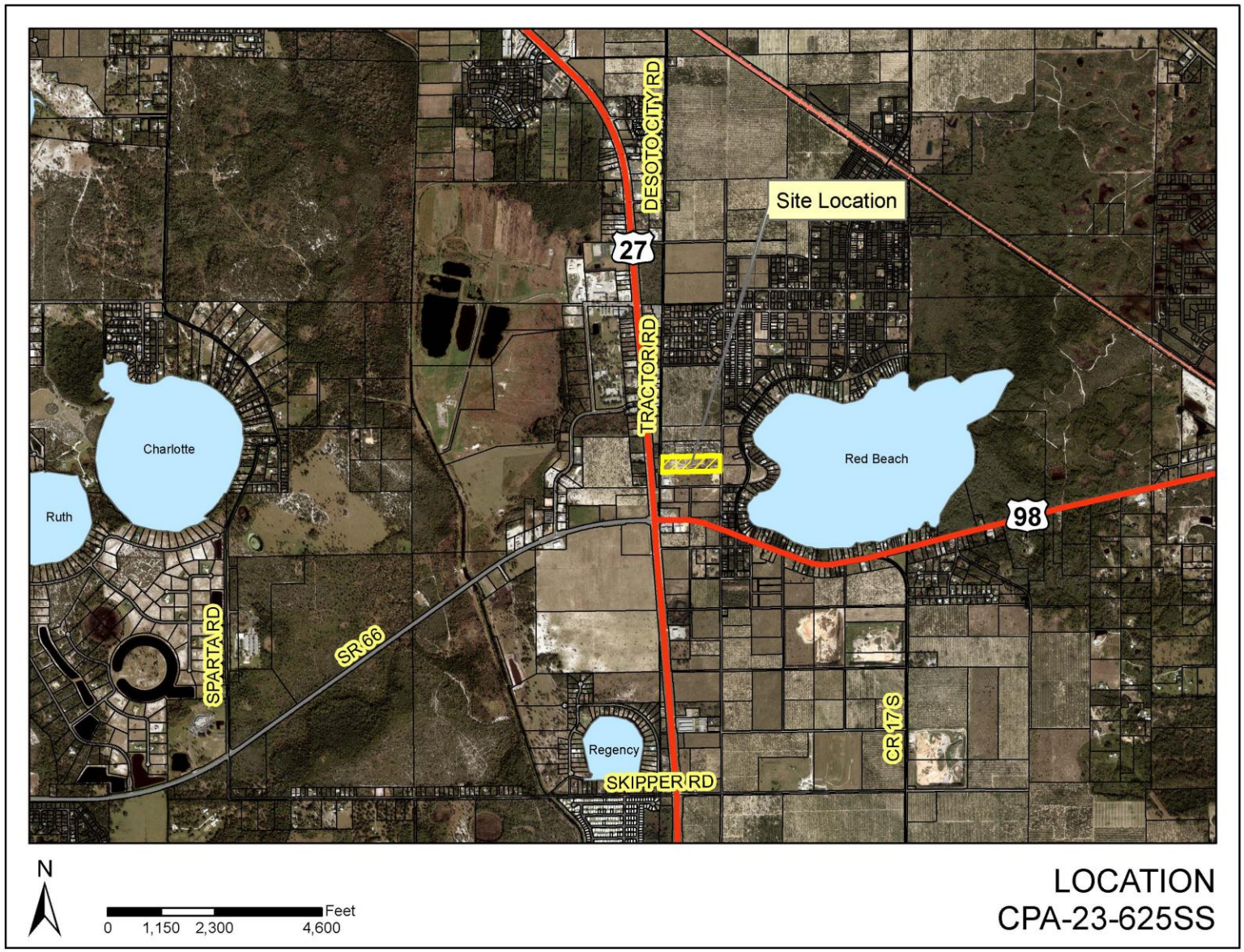

DESOTO CITY RD
Site Location
27
TRACTOR RD
Charlotte
Ruth
Red Beach
98
SPARTA RD
SR 66
Regency
SKIPPER RD
CR 17 S
N
0
1,150
2,300
4,600
Feet
LOCATION
CPA-23-625SS

Exhibit 2:

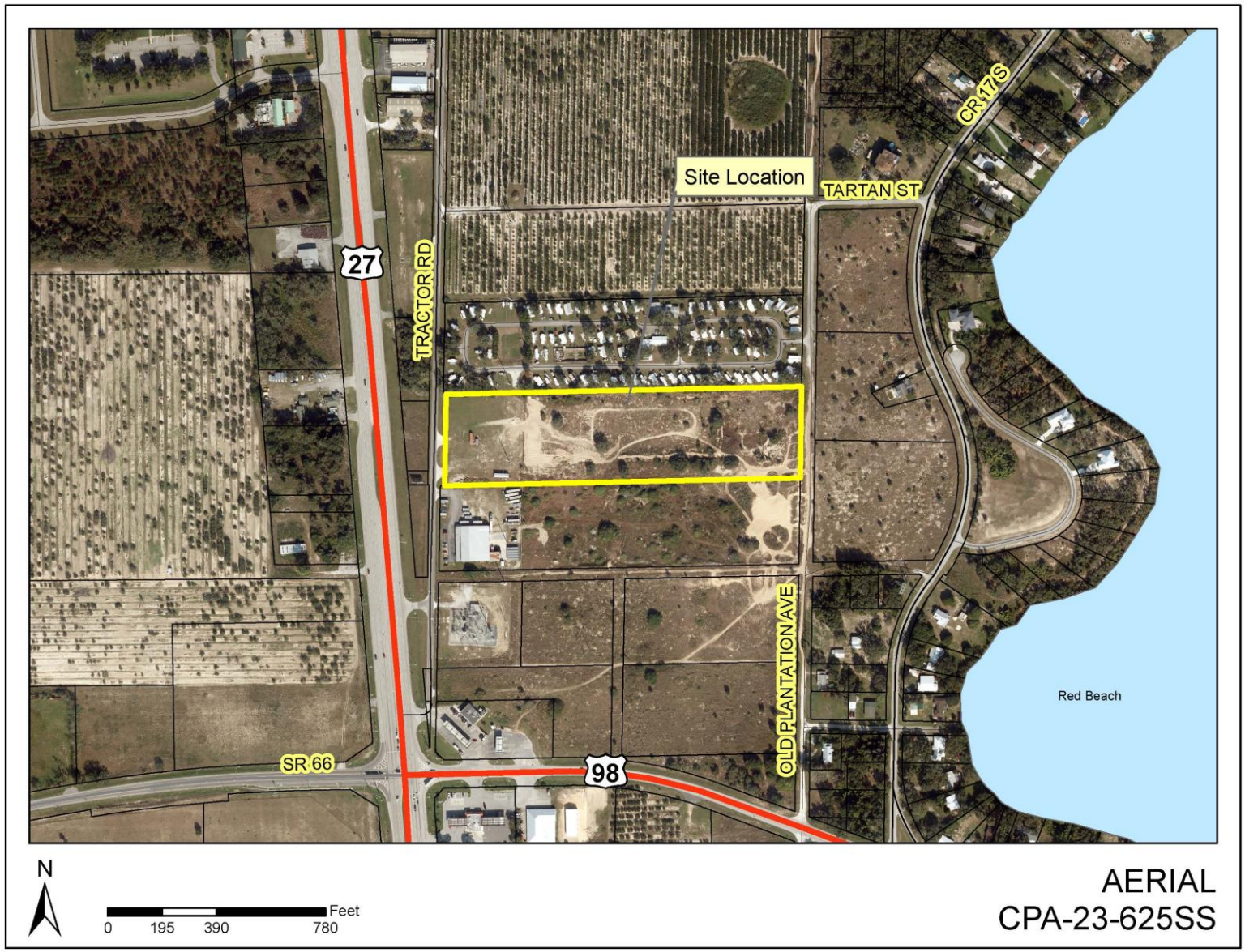

Site Location
TARTAN ST
CR 17 S
27
TRACTOR RD
OLD PLANTATION AVE
SR 66
98
Red Beach
N
0
195
390
780
Feet
AERIAL
CPA-23-625SS

Exhibit 3:

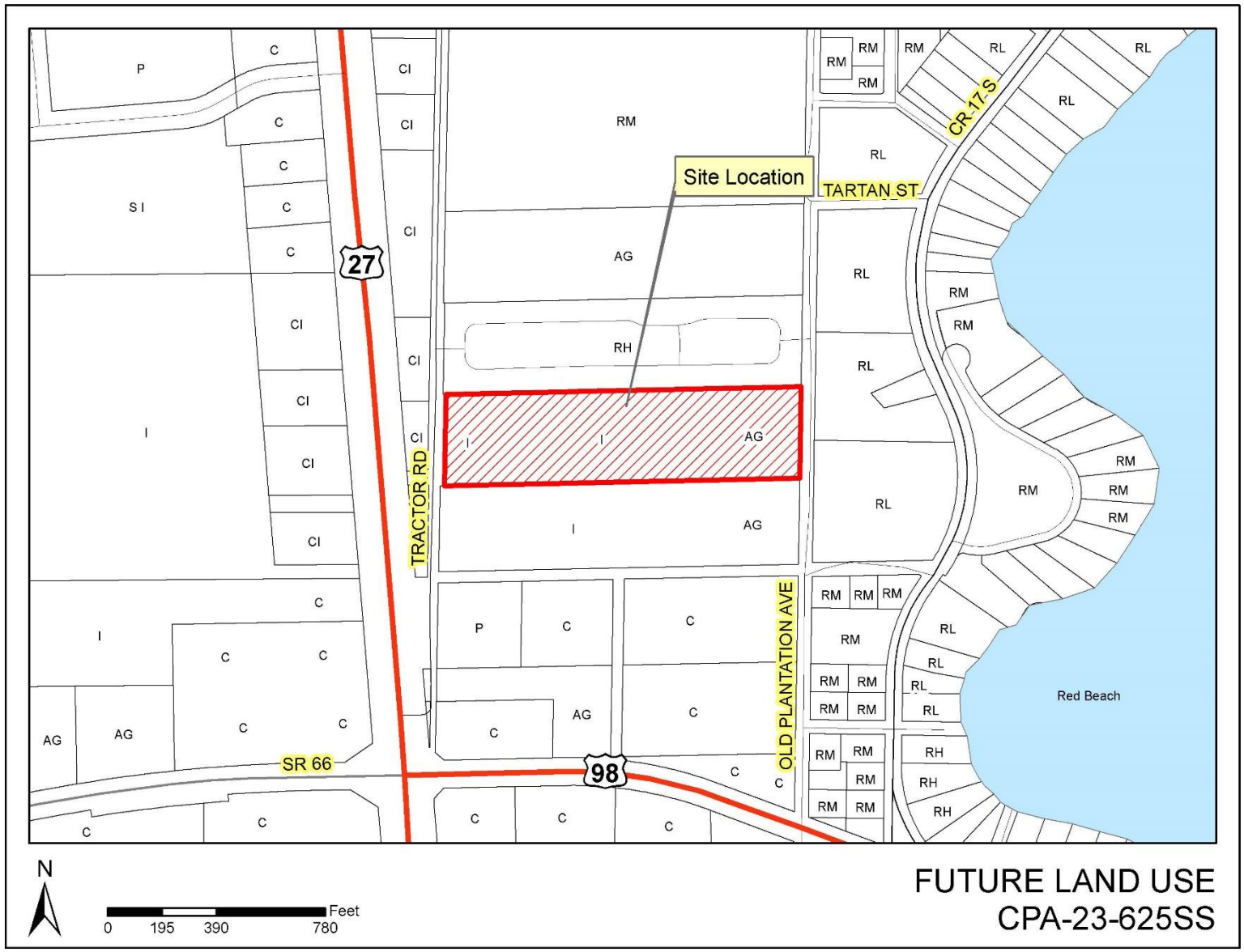
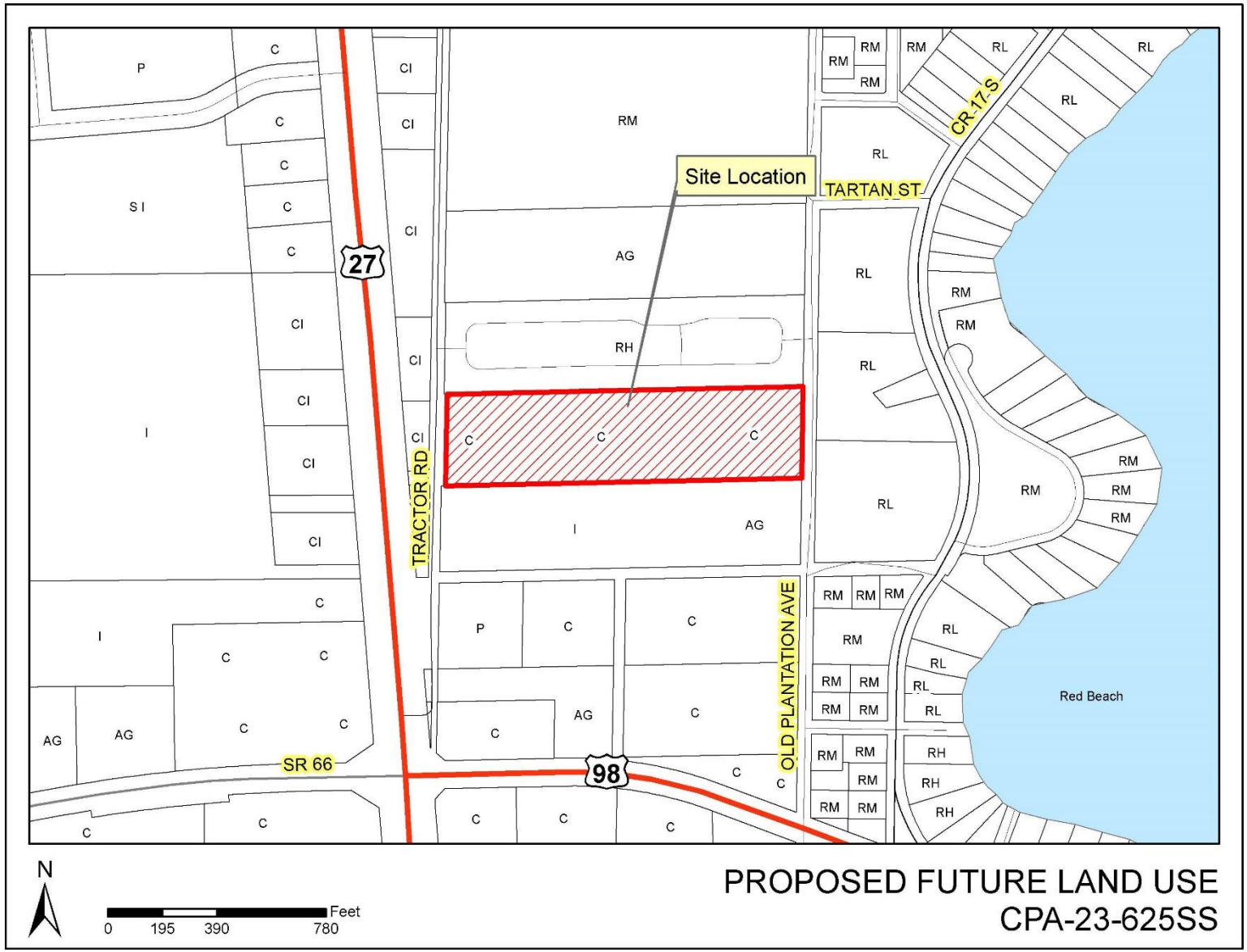

Site Location
TARTAN ST
CR 17-S
TRACTOR RD
OLD PLANTATION AVE
SR 66
27
98
Red Beach
N
0 195 390 780 Feet
FUTURE LAND USE
CPA-23-625SS

Exhibit 4:


Site Location
TARTAN ST
CR 17-S
TRACTOR RD
OLD PLANTATION AVE
SR 66
27
98
Red Beach
N
0 195 390 780 Feet
PROPOSED FUTURE LAND USE
CPA-23-625SS

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: AG, I, I Change to: ~~I~~ C (MA)

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project No. 2308001Le

STAFF USE ONLY:

Case Number: CPA-23-625 SS/LS **Date of Application:** 8/16/2023

Amount of Fee: $1,500.00 **Tax Map No.:** 92-A

Hearing Dates: P&Z ~~08~~ 10 AMK / ~~16~~ 10 AMK /2023 **BOCC** 11 /21 /2023

This application has been reviewed for completeness and determined sufficient.

Signed: Planning and Zoning Manager (Interim) Date

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-15-35-29-050-0000-0030 **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): Trademark Custom Construction, Inc.

   Mailing Address: 8500 Tubbs Ranch Road, Sebring, Florida 33876

   Daytime Telephone No. (786) 800-7739 **E-Mail Address:** sebringmobil@aol.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 attached

6. **Street Address(es) of Property Covered by the Application**:
   7804 Tractor Road, Sebring, Florida 33876

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: Trademark Custom Storage

8. **Existing Zoning District:** B3, I1, AU **Existing Future Land Use Classification:** AG, I

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Vacant

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

_____

_____

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) ±320 feet, (depth) ±1278 feet, road frontage ±320 feet, water frontage NA feet, **Total acres:** ±9.5 acres

If different from the total acreage, the developable portion is ±9.5 acres +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Mobile Home Park	RH	CG3
South	Commerical	I	I2
East	Vacant	RL	R1
West	Vacant	C1	B3

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** _____

16. **Residential Density:** The proposed density is NA units per acre.

17. **Intensity:** The proposed intensity is NA square feet at NA Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the The City of Sebring water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

4804 Tractor Rd, Sebring, FL 33876
C-15-35-29-050-0000-0030

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 A. Anderson Digitally signed by Kenya A. Anderson Date: 2023.09.20 11:49:13 -04'00'

Reviewer's Signature Date

9/20/23

County Engineer's Signature Date

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHOP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

September 21, 2023

Polston Engineering, Inc.
PO Box 588
Sebring, FL 33870

Re: 7804 Tractor Road
Parcel I.D. C-15-35-29-050-0000-0030

Listed below is the water capacity data requested for the above referenced parcel which shows we have adequate capacity for this customer.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Kim Shands

Kim Shands
Administrative Coordinator

cc: Bob Boggus, Utilities Director
File

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Dustin Sodrel, 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.

Dustin Sodrel
Print Name of Owner

Dustin Sodrel
Signature of Owner

8500 Tubbs Ranch Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33876
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 14 day of August 2023 by Dustin Sodrel 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

Signature of Agent

PO Box 588
Address: Number and Street (P.O. Box)

Sebring, Florida 33871-0588
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 14 day of August, 2023 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

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.

Dustin Sodrel
Print Name of Owner

Signature of Owner

8500 Tubbs Ranch Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33876
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 14 day of August, 2023 by Dustin Sodrel 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

TRADMARK CUSTOM PROPERTIES
LEGAL DESCRIPTION

LEGAL DESCRIPTION (NEW PARCEL)

THE WEST 420.00 FEET OF THE SOUTH 1/2 OF FARM LOT 3, IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 29 EAST, DESOTO CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21 OF THE PUBLIC RECORDS OF DESOTO (NOW HIGHLANDS) COUNTY, FLORIDA.

LEGAL DESCRIPTION FOR REMAINING PARCEL (FROM ORB 2485, PG 426)

FARM LOT 3, IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 29 EAST, DESOTO CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 21, OF THE PUBLIC RECORDS OF DESOTO (NOW HIGHLANDS) COUNTY, FLORIDA.

LESS AND EXCEPT:

THE WEST 420.00 FEET OF THE SOUTH 1/2 OF FARM LOT 3, IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 29 EAST, DESOTO CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21 OF THE PUBLIC RECORDS OF DESOTO (NOW HIGHLANDS) COUNTY, FLORIDA.

ORDINANCE NO. 23-24-04

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#s C-15-35-29-050-0000-0030 AND C-15-35-29-050-0000-0031; 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 the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-15-35-29-050-0000-0030 and C-15-35-29-050-0000-0031 ("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 November 14, 2023, to review the small-scale amendment to the Property, identified by CPA-23-625SS, 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-23-625SS 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-23-625SS, 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-23-625SS, 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-23-625SS; 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-23-625SS, 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-23-625SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-15-35-29-050-0000-0030 and C-15-35-29-050-0000-0031, consisting of approximately 9.57 acres and more particularly described together as:

> Farm Lot 3, in Section 15, Township 35 South, Range 29 East, Desoto City, according to the Plat thereof, as recorded in Plat Book 3, Page 21, of the Public Records of Desoto (now Highlands) County, Florida.

is hereby changed from "Agriculture" and "Industrial" to "Commercial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

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-23-625SS, 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 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Fiscal Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-04

ORDINANCE TITLE: CPA-23-625SS

DEPARTMENT: Development Services

MEETING DATE: December 19, 2023

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:

X 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: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2139, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 9.57-acres, from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two (2) parcels totaling an approximate 9.57-acres, from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3). The parcels are vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development to provide for a covered storage operation of RVs, boats, cars, trucks, etc.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) and Industrial (I) to Commercial (C), CPA-23-625SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2139 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-33, P&Z 2139, changing the Official Zoning Atlas for an approximate 9.57 acres from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2139 for BCC Trademark Custom Construction.pdf
Application P&Z 2139 Trademark Custom Construction.pdf
Resolution P&Z 2139 Trademark Custom Construction.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/19/2023
Case Number: P&Z 2139	**Case Name:** Trademark Custom Construction Rezone
Agent: Polston Engineering	**Property Owners:** Trademark Custom Construction, Inc.
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone two (2) parcels totaling an approximate 9.57-acres, from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3).

General Location: Two (2) parcels totaling an approximate 9.57-acres located in Desoto City Farm Lots, on the east side of Tractor Road, approximately 0.2 miles north of the intersection of US 27 South and US 98, 0.24 miles west of Red Beach Lake, and 0.23 miles south of South George Boulevard; the address of one parcel being 7804 Tractor Road, Sebring, and the other parcel being identified by Parcel ID C-15-35-29-050-0000-0031.

PARCEL ID: C-15-35-29-050-0000-0030
C-15-35-29-050-0000-0031

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-33, P&Z 2139, changing the Official Zoning Atlas for an approximate 9.57 acres from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), 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 2139, changing the Official Zoning Atlas for an approximate 9.57 acres from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER P&Z 2139 – TRADEMARK CUSTOM CONSTRUCTION, LLC, C/O POLSTON**

ENGINEERING Two (2) parcels totaling an approximate 9.57-acres located in Desoto City Farm Lots, on the east side of Tractor Road, approximately 0.2 miles north of the intersection of US 27 South and US 98, 0.24 miles west of Red Beach Lake, and 0.23 miles south of South George Boulevard; the address of one parcel being 7804 Tractor Road, Sebring, and the other parcel being identified by Parcel ID C-15-35-29-050-0000-0031; and legally described together as follows: Farm Lot 3, in Section 15, Township 35 South, Range 29 East, Desoto City, according to the plat thereof as recorded in Plat Book 3, Page 21, Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

The Applicant is requesting a zoning change from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There no letters received, and no one spoke in favor or against the request.

Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2139, changing the Official Zoning Atlas for an approximate 9.57 acres from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of two (2) parcels totaling an approximate 9.57-acres, from AU and I-1 to B-3.

The parcels are vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development to provide for a covered storage operation of RVs, boats, cars, trucks, etc.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) and Industrial (I) to Commercial (C), CPA-23-625SS.

2. Notices to Surrounding Property Owners.

On September 25, 2023, notices were mailed to 20 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	AG & I	AU, I-1, & B-3

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Highlands Oaks RV Resort	High Density Residential (RH)	Campground District (CG-3)
Adjacent Property to the South	Powersport Vehicle Dealership (Formerly Vehicle Performance Shop)	AG & I	AU & Industrial District (I-2)
Adjacent Property to the East	Single-Family Residence	Low Density Residential (RL)	Residential District (R-1)
Adjacent Property to the West	Vacant	Commercial/Industrial Mixed Use (CI)	B-3

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG), Policy 1.2.D.7: Commercial (C), and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), 12.05.242: Business District (B-3), and Section 12.05.251: Industrial District (I-1).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved 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: [Subject property was formerly Xeric Upland habitat and likely contains certain protected plant and/or animal species.] An Environmental Clearance Report should be required for this property.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Florida Department of Environmental Protection, Highlands County Emergency Management, Highlands

County Emergency Medical Services, Highlands County Fire Rescue, Highlands County Economic Development.

3. **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 having an elevation between 105 and 125 feet.
2. **Soils:** The soil underlying the site is Astatula Sand, 0 to 8% slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has not been fully cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU, I-1, and B-3.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
5. **Current Intensity/Density:** The current B-3 zoning would not allow development since the current land use designation is inconsistent. The current I-1 zoning allows a maximum Floor Area Ratio (FAR) of 1.0. The current AU zoning would allow one dwelling unit per five acres however the area is less than five acres and therefore would not allow any dwelling units.
6. **Proposed Intensity:** The proposed zoning allows a maximum FAR of 0.7 for office uses and a maximum FAR of 0.8 for other commercial uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes and intends to develop a covered storage facility for RVs, boats, cars, trucks, etc.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. However, the Natural Resources Division noted that there is Xeric habitat known to occur. 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.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.

3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0241C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is located within the 600-foot radius Zone of Control around a public potable water well, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. Land uses and activities shall be consistent with Infrastructure Policies 6.6.A.2 and 6.6.A.3.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property 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.
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 Tractor Road. A driveway location will be formally determined during the commercial site review process.
5. **Railroad Access:** The site is not located adjacent to railroad tracks or a rail spur.
6. **Recreation:** The proposed development will not require the need for recreation. However, pursuant to Section 12.09.103.C of the Highlands County LDRs, proposed development abutting collector facilities shall provide sidewalks adjacent to the collector roadway.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. Schools: The permitted uses within the proposed Commercial Future Land Use designation are commercial in nature. Any project development will not

generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 12.8 miles southeast of the Avon Park Executive Airport and 4.8 miles southwest of the Sebring Regional Airport.

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 proposed Small Scale Comprehensive Plan Amendment but **is required** prior to any land clearing or development on the property.

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 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 2139, changing the Official Zoning Atlas for an approximate 9.57 acres from Agricultural District (AU) and Industrial District (I-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

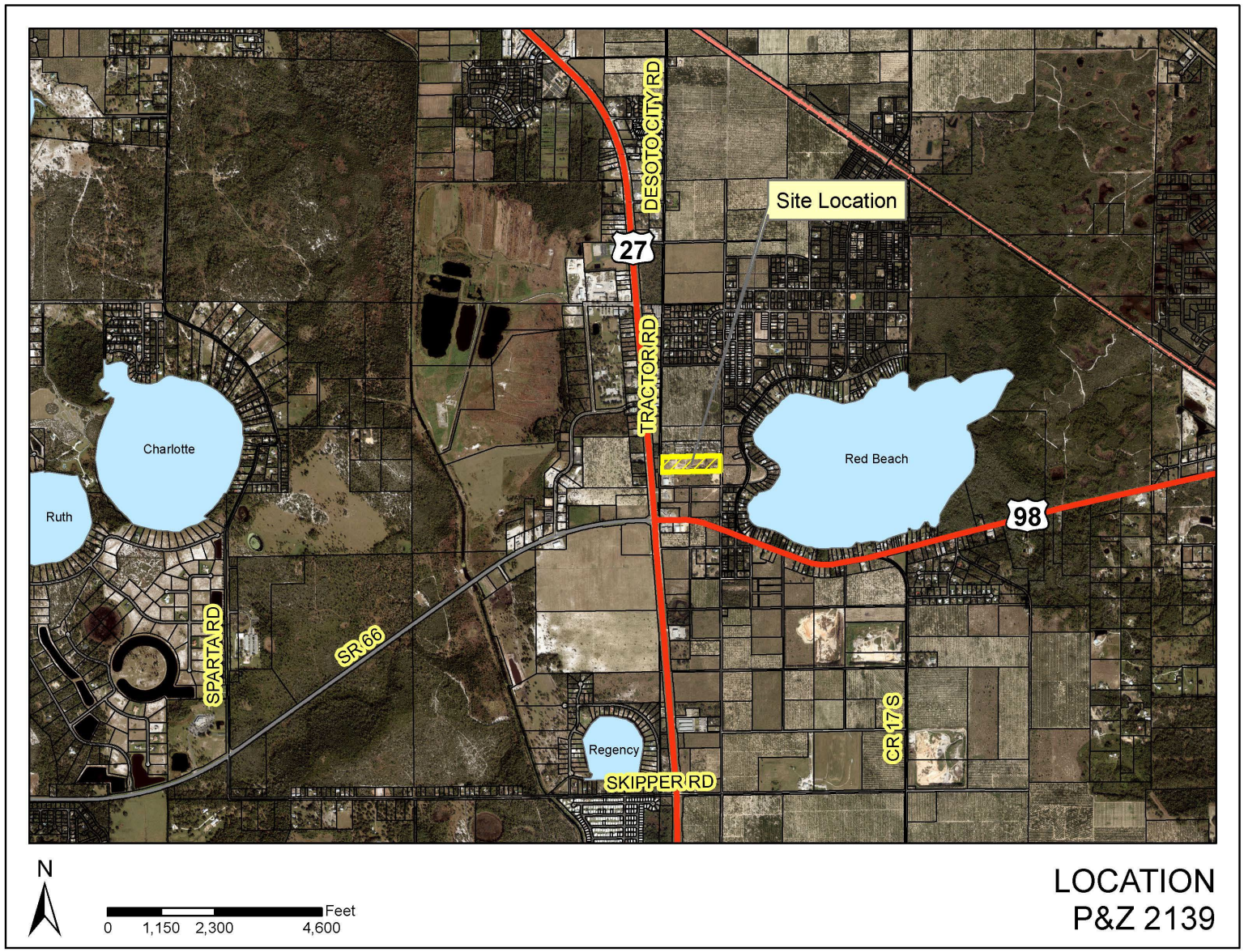

DESOTO CITY RD
Site Location
27
TRACTOR RD
Charlotte
Ruth
Red Beach
98
SPARTA RD
SR 66
Regency
SKIPPER RD
CR 17 S
N
Feet
0
1,150
2,300
4,600
LOCATION
P&Z 2139

Exhibit 2:

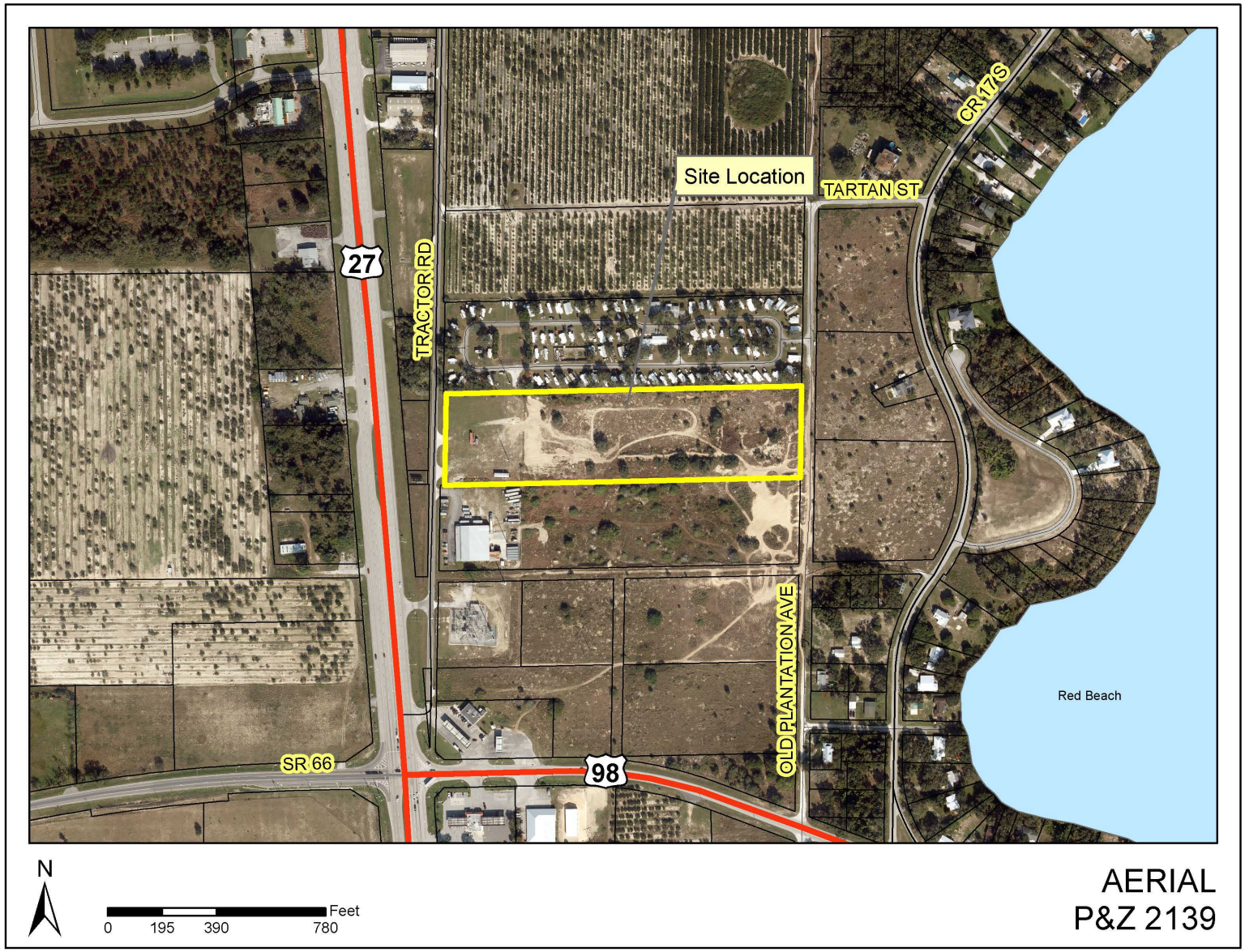

Site Location
TARTAN ST
CR 17 S
27
TRACTOR RD
OLD PLANTATION AVE
Red Beach
SR 66
98
N
0
195
390
780
Feet
AERIAL
P&Z 2139

Exhibit 3:

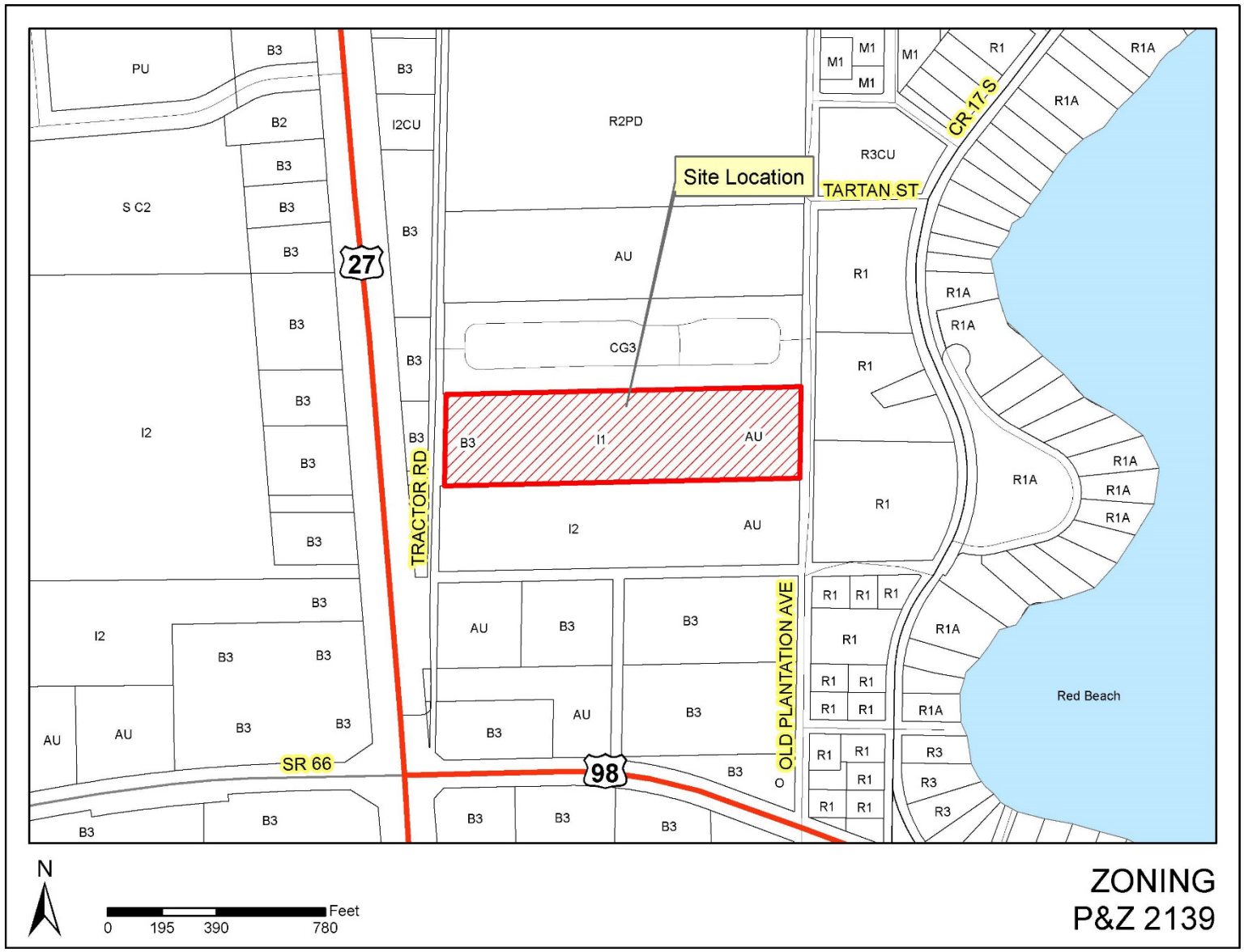
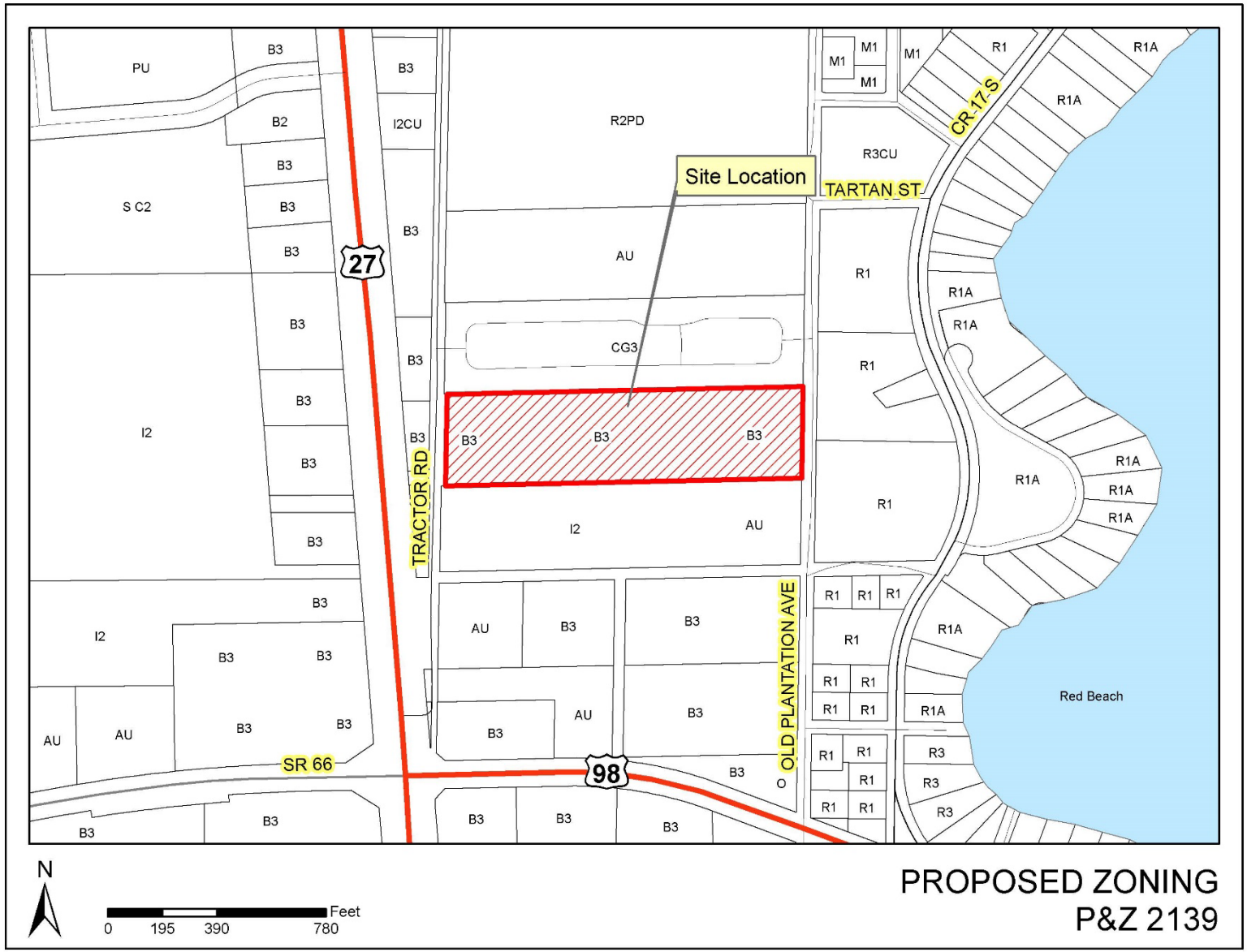

Site Location
TARTAN ST
CR 17-S
TRACTOR RD
OLD PLANTATION AVE
SR 66
27
98
Red Beach
PU
S C2
I2
I2CU
R2PD
R3CU
CG3
I1
AU
B3
B2
M1
R1
R1A
R3
N
0
195
390
780
Feet
ZONING
P&Z 2139

Exhibit 4:


Site Location
TARTAN ST
CR 17-S
TRACTOR RD
OLD PLANTATION AVE
SR 66
27
98
Red Beach
PU
S C2
I2
I2CU
R2PD
R3CU
CG3
AU
B3
B2
M1
R1
R1A
R3
N
0
195
390
780
Feet
PROPOSED ZONING
P&Z 2139

Highlands County, Florida
Zoning Change Application

Zoning change from: B3, I1, AU
Zoning change to: B3

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

Project No. 23080015

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2139 **Date of Application:** 8/16/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 430000000165 **Tax Map No.:** 92-A
Hearing Dates: LP: _____ **P&Z:** 10/10/23 **BCC:** 11/21/2023

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 8/22/2023

****

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: Trademark Custom Construction, Inc.
   Mailing Address: 8500 Tubbs Ranch Road, Sebring, Florida
   Telephone No.: 786-800-7739 **E-Mail Address:** sebringmobile@aol.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. See attached

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-15-35-29-050-0000-0030 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 7804 Tractor Road, Sebring, Florida 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: B3, I1, AU **Existing Land Use Classification**: I, AG
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☑Not Consistent

7. **Existing Property Information:** Size of Property (width) ±320 feet, (depth) ±1278 feet, street frontage ±320 feet, water frontage none feet, **Total acres** ±9.5 acres
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? N/A

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Mobile Home Park	RH	CG3
South	Commercial/Vacant	I	I2
East	Vacant	RL	R1
West	Vacant	C1	B3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Owner would like to develop a covered storage area for RV's, boats, cars, trucks, etc.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** NA

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 The City 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☑Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Collections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Not Applicable

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑Yes ■No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ■**Yes** ☐**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Dustin Sodrel, 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. _____

Dustin Sodrel
Print Name of Owner

Signature of Owner

8500 Tubbs Ranch Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33876
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 14 day of August, 2023, by Dustin Sodrel 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

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.

Dustin Sodrel
Print Name of Applicant

Signature of Applicant

8500 Tubbs Ranch Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33876
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 14 day of August, 2023 by Dustin Sodrel 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, Roger Dale Polston, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Roger Dale Polston
Print Name of Agent

Signature of Agent

PO Box 588
Address: Number and Street (P.O. Box)

Sebring, Florida 33871-0588
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 14 day of August 2023 by Roger Dale Polston who is personally known by me or who has produced _____, as identification and who did take an oath:

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

RESOLUTION NO. 23-24-33

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-15-35-29-050-0000-0030 AND C-15-35-29-050-0000-0031; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-29-050-0000-0030 and C-15-35-29-050-0000-0031 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. <u>Legislative Findings and Intent.</u> Highlands County has complied

with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-29-050-0000-0030 and C-15-35-29-050-0000-0031, and more particularly described together as:

> Farm Lot 3, in Section 15, Township 35 South, Range 29 East, Desoto City, according to the Plat thereof, as recorded in Plat Book 3, Page 21, of the Public Records of Desoto (now Highlands) County, Florida.

is hereby changed from Agricultural District, AU, and Industrial District, I-1, to Business District, B-3.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District, B-3.

C. At the time of development on the Property, the Property Owner, or a representative thereof may be required to submit a traffic study and/or such other requirements imposed during the development review process.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2139, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 23-24-04, adopting a small-scale comprehensive plan amendment, CPA-23-625SS, changing the land use designation on the Property from Agriculture, AG, and Industrial, I, to Commercial, C.

DONE AND ADOPTED, this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2140, changing the Official Zoning Atlas for an approximate 4.79-acre parcel, from Estate District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 4.79-acre parcel, from Estate District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU). The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a maintenance barn which will be used incidentally for the mobile home park that abuts the northern property line.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2140 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-34, P&Z 2140, changing the Official Zoning Atlas for an approximate 4.79 acres from Estates District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2140 for BCC Daniel Littlefield Trust.pdf
Application P&Z 2140 Daniel Littlefield Trust.pdf
Resolution P&Z 2140 Daniel Littlefield Trust.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/19/2023
Case Number: P&Z 2140	**Case Name:** Littlefield Trust Rezone
Agent: Polston Engineering, Inc.	**Property Owners:** Daniel J. Littlefield Revocable Trust
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 4.79-acre parcel, from Estate District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU).

General Location: An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring.

PARCEL ID: C-35-34-28-A00-0350-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-34, P&Z 2140, changing the Official Zoning Atlas for an approximate 4.79 acres from Estates District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), 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 2140, changing the Official Zoning Atlas for an approximate 4.79 acres from Estates District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "D. HEARING NUMBER P&Z 2140 – DANIEL J. LITTLEFIELD TRUST, C/O POLSTON ENGINEERING** An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring; and legally described as follows: The south ½ of the southwest ¼ of the northeast ¼ of the northeast ¼ in Section 35, Township 34 South, Range 28 East,

Highlands County, Florida, less and except the west 33 feet thereof for road right-of-way.

The Applicant is requesting a zoning change from Estate District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), the conditional use being storage and maintenance incidental to the Sebring Gardens Mobile Home Park. Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There no letters received, and no one spoke in favor of against the request.

Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2140, changing the Official Zoning Atlas for an approximate 4.79 acres from Estates District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as follows: (1) The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code; (2) The Conditional Use shall be limited to storage and maintenance incidental to the Sebring Gardens Mobile Home Park; (3) The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands not part of the Sebring Gardens Mobile Home Park; (4) The Property shall be subject to the commercial site development review process and shall obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities; (5) Should the property owner, or any future owner, apply for a zoning change to remove the Conditional Use, a comprehensive plan amendment to change the future land use map designation shall also be required; and (6) The Applicant shall execute and record a Unity of Title Agreement, prepared by the Highlands County Zoning Division, joining the subject property with the adjacent Sebring Gardens Mobile Home Park.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code;

2. The Conditional Use shall be limited to storage and maintenance incidental to the Sebring Gardens Mobile Home Park as located on that property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0200-0000 (the "Mobile Home Park");

3. The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands which are not part of the Mobile Home Park;

4. The Property shall be subject to the commercial site development review process and shall obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities;

5. Should the property owner of the Property apply for a zoning change which removes the Conditional Use approval on the Property, a comprehensive plan amendment to change the future land use map designation for the Property shall also be required;

6. The Property Owner shall execute and record a Unity of Title Agreement, in the form approved by Highlands County, joining the subject Property with the Mobile Home Park.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 4.79-acre parcel, from EU to M-2 CU.

The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a maintenance barn which will be used incidentally for the mobile home park that abuts the northern property line.

The applicant intends to join the subject property to the existing mobile home park, Sebring Gardens Mobile Home Park.

2. Notices to Surrounding Property Owners.

On September 25, 2023, notices were mailed to 7 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	Low Density Residential (RL)	EU
Adjacent Property to the North	Sebring Gardens Mobile Home Park	High Density Residential (RH)	M-2
Adjacent Property to the South	Soil Grazing	Medium Density Residential (RM)	Agricultural District (AU)
Adjacent Property to the East	Vacant	RL	EU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant	RL	AU

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.2, Low Density Residential (RL).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.201: Estates District (EU); Section 12.05.222: Mobile Home Parks District (M-2); and Section 12.05.292: Conditional Use District (CU).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, Highlands County Natural Resources Division, and Florida Department of Health.

3. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 130 feet.
2. **Soils:** The soils underlying the site are *Satellite-Basinger-Urban Land Complex* and *Basinger, St. Johns and Placid Soils.*
   Satellite-Basinger-Urban Land Complex. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 12 to 42 inches for the Satellite Sand and 0 to 12 inches for the Basinger Soil. Both soils in this complex are poorly drained and are nearly level to gently sloping. Because of the complexity of these areas

and severe water problems affecting the urban uses of these soils, it is suggested that a site-specific investigation be conducted to determine suitability for the intended use.

Basinger, St. Johns and Placid Soils. The available water capacity for Basinger and Placid soils is low and is moderate for St. Johns soils. The water table is within 12 inches of the surface most of the year. These soils are nearly level, poorly drained, and very poorly drained. A severe limitation for most urban uses, because of the wetness, can be minimized with adding suitable topsoil, stabilizing the surface, or by implementing water control systems.

3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has not been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of EU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2 CU.
5. **Current Population Yield:** The current EU zoning requires a minimum lot area of 20,000 square feet, which would allow the property to be subdivided into a maximum of 10 lots, each allowing one dwelling. The current lot requirements of the district enable a potential population yield of 22 persons; 10 dwelling units x 2.25 person = 22.5.
6. **Proposed Zoning Density:** The proposed conditional use would only allow storage and maintenance incidental to the adjoining mobile home park, which would not allow for an increase in population density.
7. **The Applicant's proposed development program:** The conditional use shall be limited to storage and maintenance incidental to Sebring Gardens Mobile Home Park.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. However, pursuant to Natural Resource Element Policy 3.3.A.3.a of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development as wetlands have been identified to occur.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0226C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** Storage and maintenance uses will not require potable water connection.
2. **Central Wastewater:** Storage and maintenance uses will not require central wastewater connection.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site will utilize Brunns Road for access.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools: The permitted uses within the Low Density Residential Future Land Use designation are residential in nature, however, the proposed Conditional Use will not generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 7.79 miles southeast of the Avon Park Executive Airport and 7.93 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, approve and adopt by Resolution, P&Z 2140, changing the Official Zoning Atlas for an approximate 4.79 acres from Estates District (EU) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions:

1. **The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code;**

2. **The Conditional Use shall be limited to storage and maintenance incidental to the Sebring Gardens Mobile Home Park as located on that property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0200-0000 (the "Mobile Home Park");**

3. **The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands which are not part of the Mobile Home Park;**

4. **The Property shall be subject to the commercial site development review process and shall obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities;**

5. **Should the property owner of the Property apply for a zoning change which removes the Conditional Use approval on the Property, a comprehensive plan amendment to change the future land use map designation for the Property shall also be required;**

6. **The Property Owner shall execute and record a Unity of Title Agreement, in the form approved by Highlands County, joining the subject Property with the Mobile Home Park.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map

Exhibit 1:

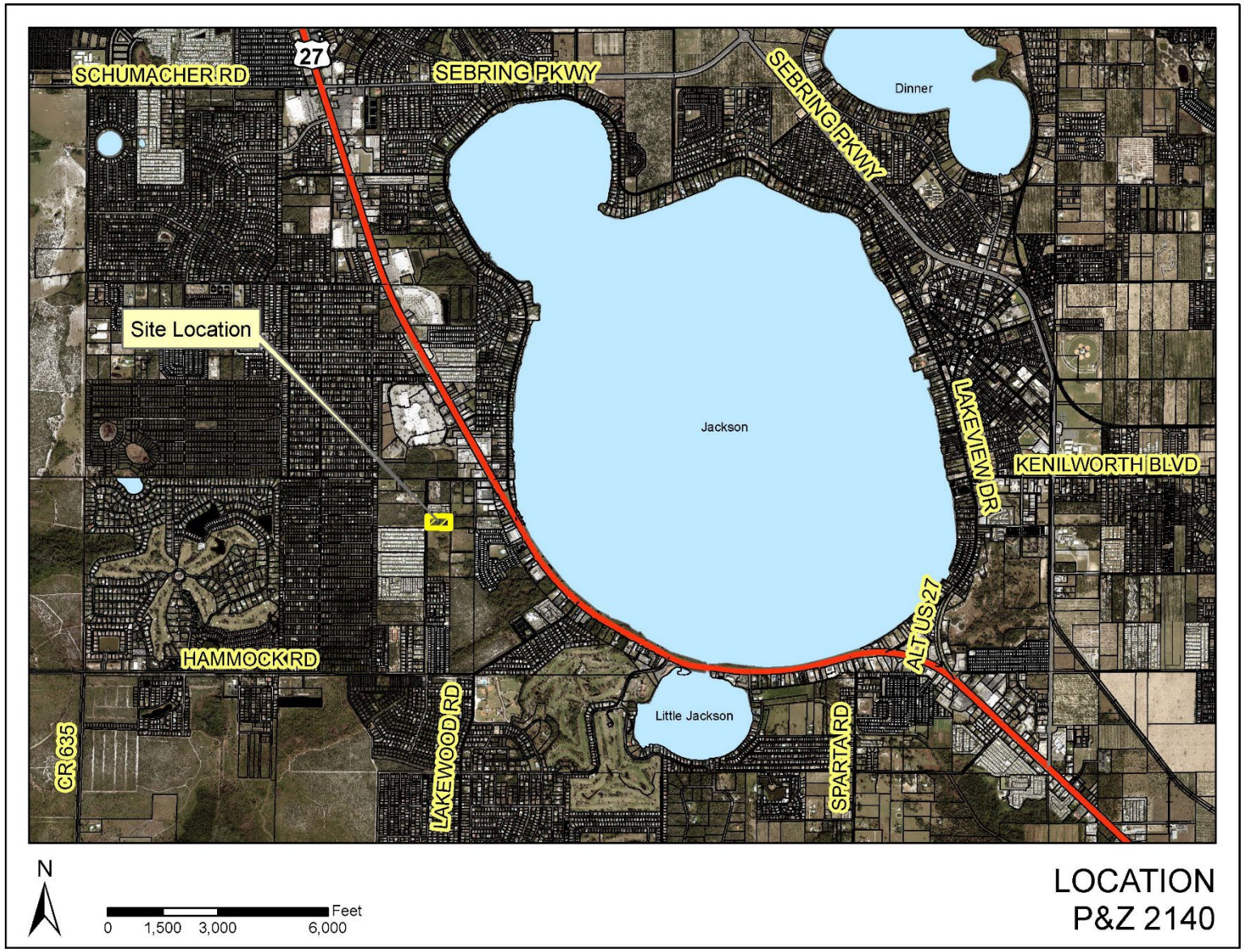

SCHUMACHER RD
27
SEBRING PKWY
SEBRING PKWY
Dinner
Site Location
Jackson
LAKEVIEW DR
KENILWORTH BLVD
HAMMOCK RD
ALT US 27
Little Jackson
CR 635
LAKEWOOD RD
SPARTA RD
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1,500
3,000
6,000
Feet
LOCATION
P&Z 2140

Exhibit 2:

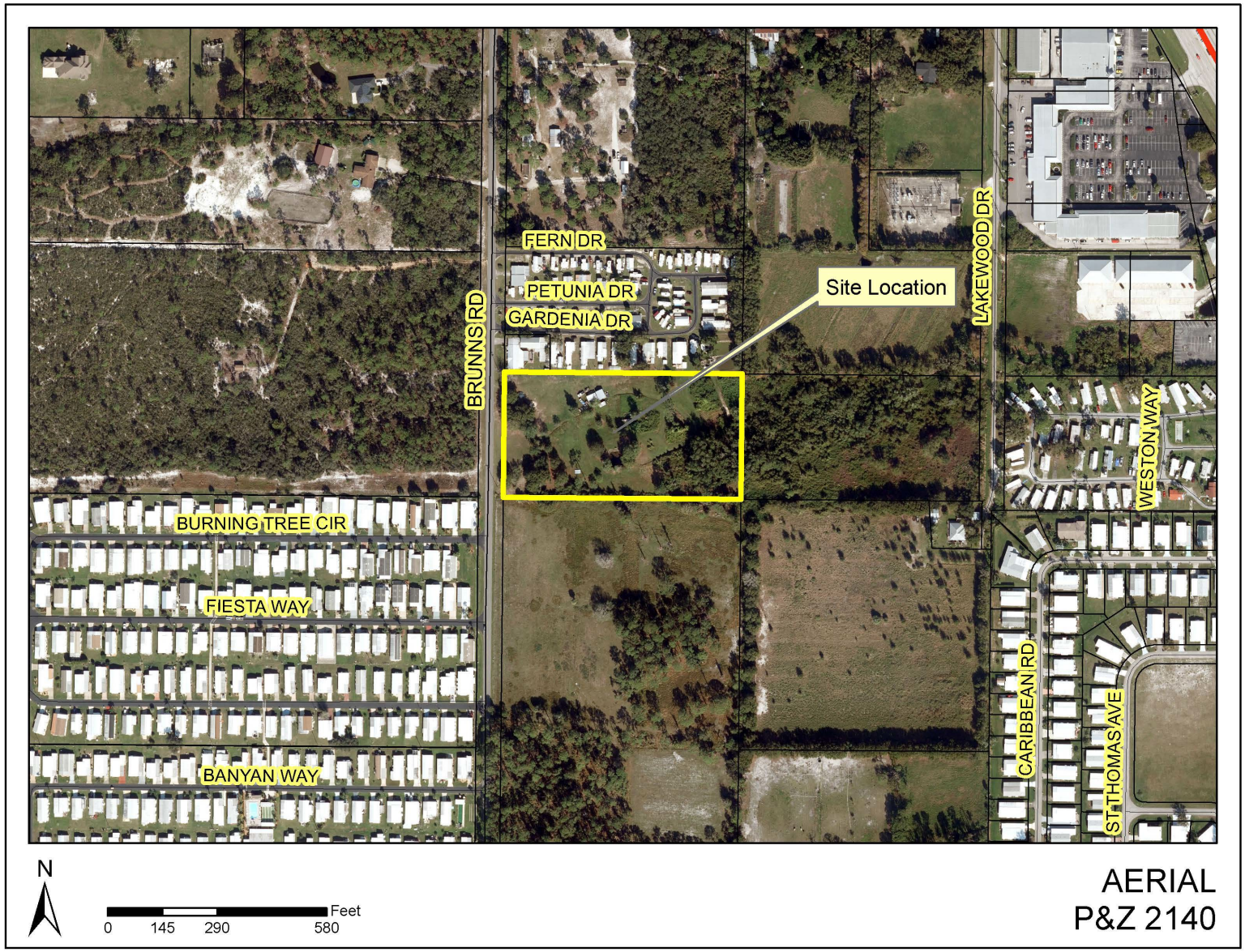

FERN DR
PETUNIA DR
GARDENIA DR
Site Location
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P&Z 2140

Exhibit 3:

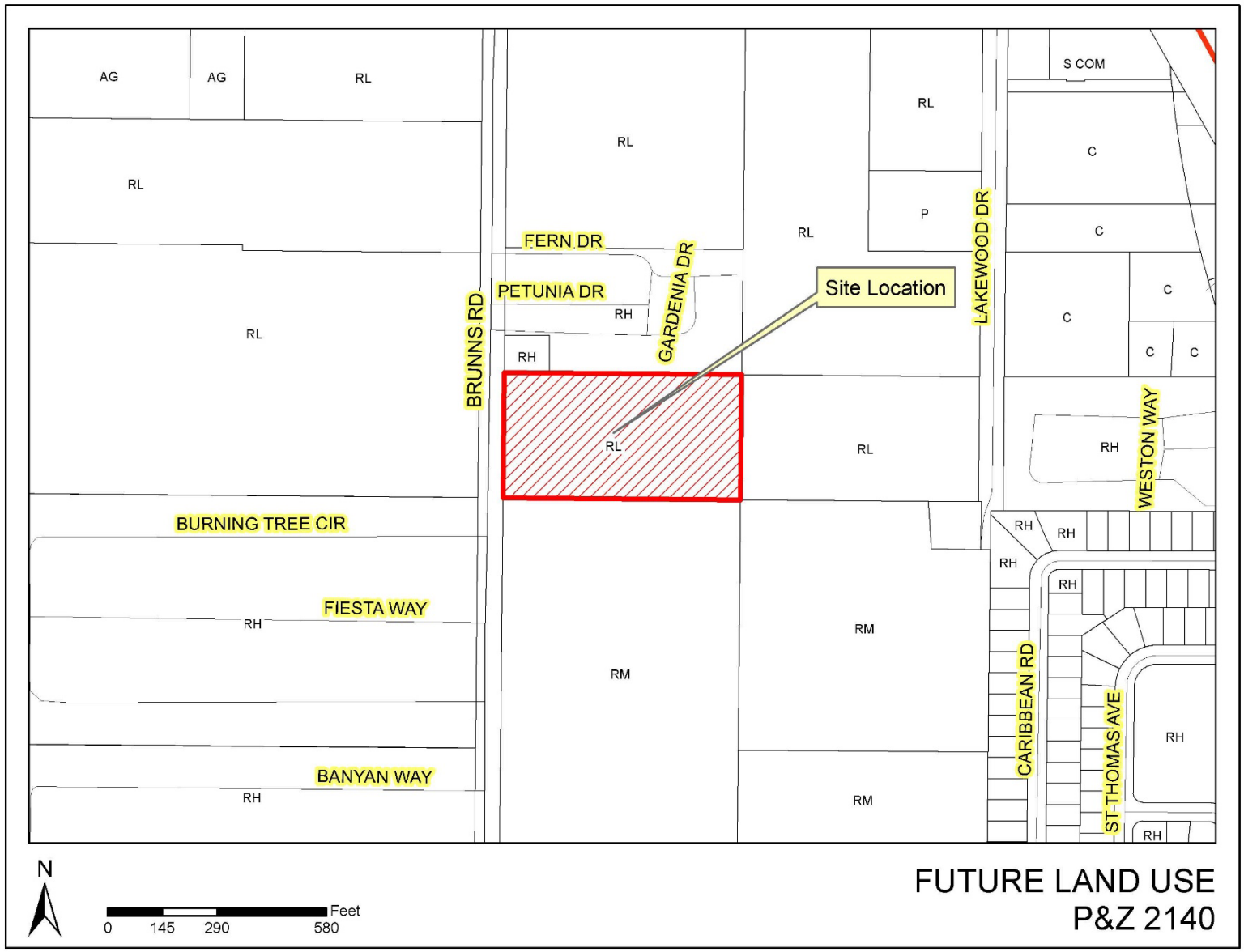

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FUTURE LAND USE
P&Z 2140

Exhibit 4:

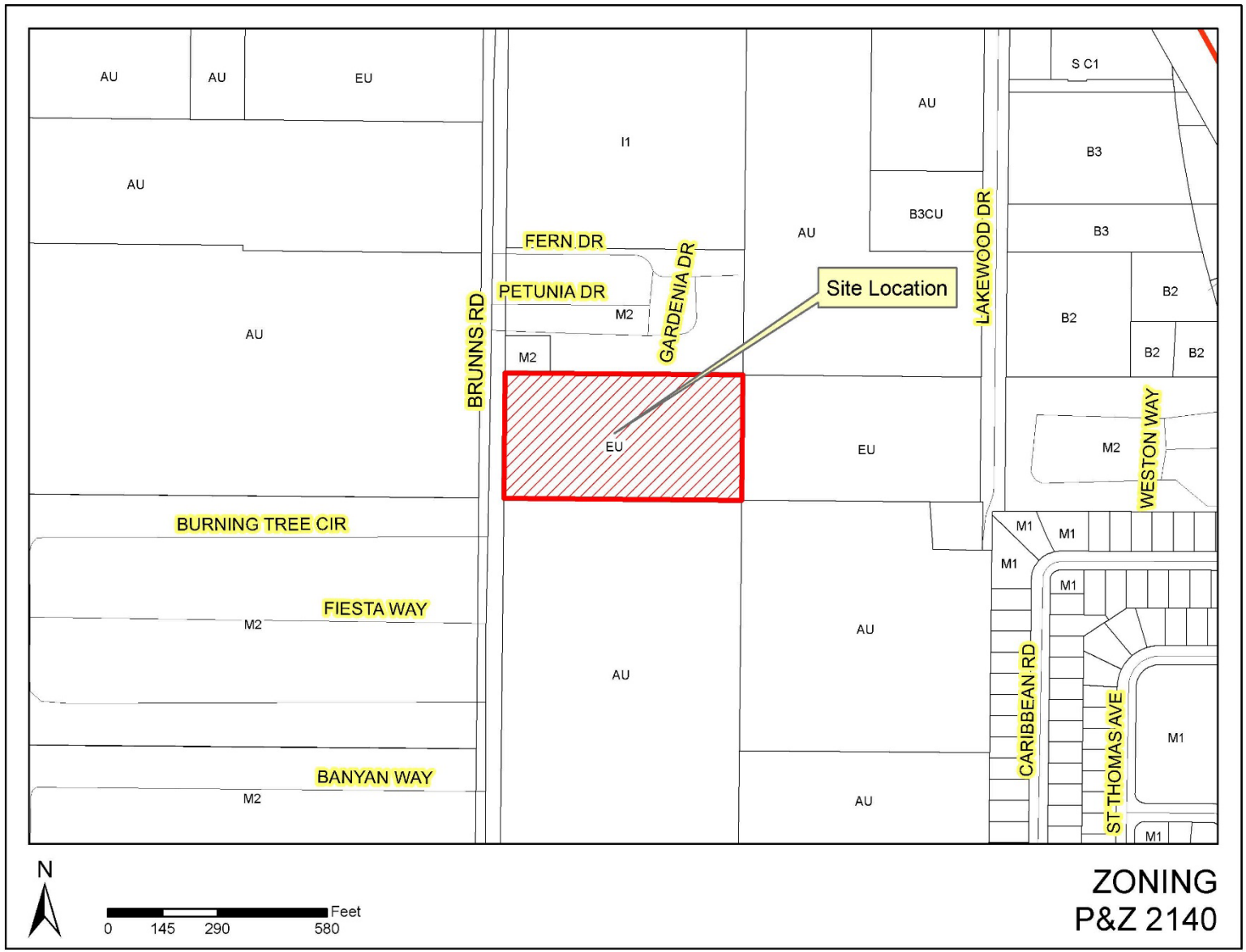
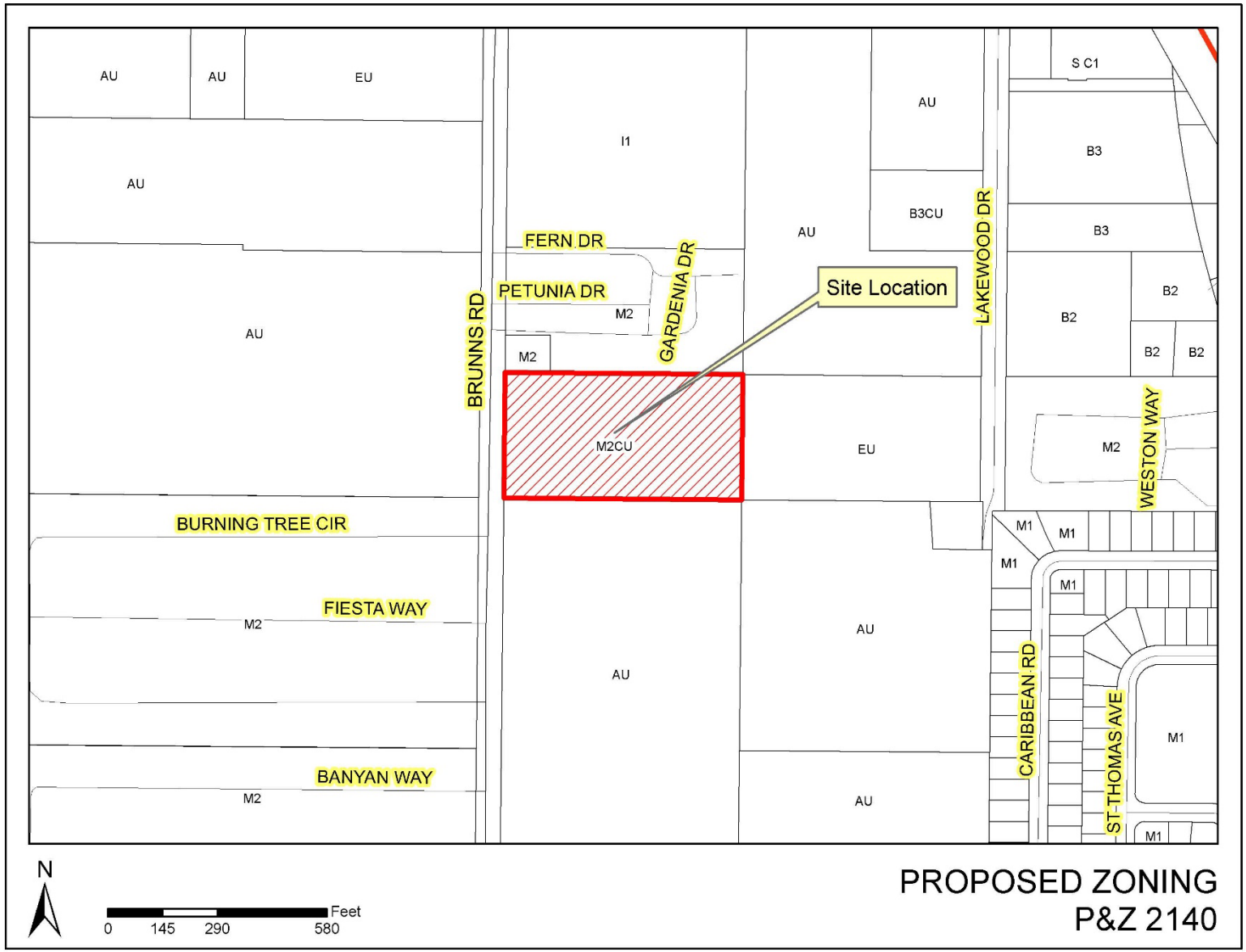

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Site Location
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Exhibit 5:


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PROPOSED ZONING
P&Z 2140

Highlands County, Florida
Zoning Change Application

Zoning change from: EU CU
Zoning change to: M2

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

Project No. 23090019

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2140 **Date of Application:** 8/16/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 430000001616 **Tax Map No.:** 48-C
Hearing Dates: LP: _____ **P&Z:** 10/10/23 **BCC:** 11/21/2023

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 8/17/2023

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Daniel J. Littlefiled and Dianne S. Littlefield Revocable Trust
   Mailing Address: 1940 Brunns Road, Sebring, Florida 33872
   Telephone No.: 863-385-7624 **E-Mail Address:** _____

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Polston Engineering, Inc.
   Mailing Address: PO Box 588, Sebring, Florida 33871-0588
   Telephone No.: 863-385-5564 **E-Mail Address:** dale@polstonengineering.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR ROAD RIGHT OF WAY.

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-35-34-28-A00-0350-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 2000 Brunns Road, Sebring, Florida 33872

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: EU **Existing Land Use Classification**: RL
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 331.75 feet, (depth) 629.73 feet, street frontage 331.75 feet, water frontage none feet, **Total acres** 4.79
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? N/A

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Mobile Home Park	RH	M2
South	Vacant	RM	AU
East	Vacant	RL	EU
West	Mobile Home Park	RL	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Would like to put up a metal building on the property to use as a [redacted]. Maximum size will be 50 X 100. Maintenance Barn

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** None

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) NA square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building NA divided by Parcel size NA = FAR NA %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ■No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately 5,000 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ■No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Not Applicable

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑ Yes ■ No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐ **Yes** ■ **No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ **Yes** ■ **No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Daniel Littlefield, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Daniel Littlefield
Print Name of Owner

Daniel Littlefield
Signature of Owner

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of May, 2023 by Daniel Littlefield who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Roger Dale Polston to be my agent for this application.

Daniel Littlefield
Print Name of Applicant

Signature of Applicant

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of May, 2023 by Daniel Littlefield 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 8/15/2023
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 August, 2023 by Roger Dale Polston who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Barton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

RESOLUTION NO. 23-24-34

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-35-34-28-A00-0350-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0350-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0350-0000 and more particularly described as:

> The South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 in Section 35, Township 34 South, Range 28 East, Highlands County, Florida. Less and except the west 33 feet thereof for road right-of-way

is hereby changed from Estate District, EU, to Mobile Home Parks District with a Conditional Use, M-2 CU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District with a Conditional Use, M-2 CU.

C. At the time of development on the Property, the Property Owner, or a representative thereof may be required to submit a traffic study and/or such other requirements imposed during the development review process.

SECTION 3. General Conditions, Restrictions, and Limitations. This M-2 CU shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.292 of the Highlands County Code of Ordinances ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code;

2. The Conditional Use shall be limited to storage and maintenance incidental to the Sebring Gardens Mobile Home Park as located on that property identified by the Highlands County Property Appraiser through Parcel ID# # C-35-34-28-A00-0200-0000 (the "Mobile Home Park");

3. The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands which are not part of the Mobile Home Park;

4. The Property shall be subject to the commercial site development review process and shall obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

5. Should the property owner of the Property apply for a zoning change which removes the Conditional Use approval on the Property, a comprehensive plan amendment to change the future land use map designation for the Property shall also be required.

6. The Property Owner shall execute and record a Unity of Title Agreement, in the form approved by Highlands County, joining the subject Property with the Mobile Home Park.

SECTION 4. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. **Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2140, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. **Effective Date.** This Resolution shall take effect immediately after the required Unity of Title Agreement has been executed and recorded in the Official Records of Highlands County, Florida.

DONE AND ADOPTED, this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider transmittal of Large Scale Comprehensive Plan Future Land Use Amendment CPA-23-627LS, for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands (CM) to Agriculture (AG) to the Florida Department of Commerce and review agencies for Expedited State Review.**

STATEMENT OF ISSUE

The Applicant is requesting a large scale comprehensive plan amendment for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands (CM) to Agriculture (AG). The subject property is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh and wetland areas; the parcels are currently operated for cattle grazing and other farming activities generally associated with agricultural operations.

There is a companion request for a zoning change from Conservation/Management Lands District (CM) to Agricultural District (AU), P&Z 2142, to maintain consistency between the future land use designation and the implementing zoning district.

Contingent on the approval of CPA-23-627LS and subsequent Zoning change application, P&Z 2142, the Applicant intends to apply for a Special Exception within the newly appropriated FLUM/ZON designations.

The Planning and Zoning Commission recommended approval of CPA-23-627LS as presented.

RECOMMENDED ACTION

Move to approve and transmit CPA-23-627LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 610-acres from Conservation/Management Lands (CM) to Agriculture (AG), referencing the mandatory findings of fact, for transmittal to the Florida Department of Commerce and review agencies for expedited state review.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-627LS for BCC 5 Iron LLC.pdf
Application CPA-23-627LS 5 Iron LLC.pdf
Ordinance CPA-23-627LS 5 Iron LLC.pdf
Ordinance Fiscal Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/19/2023
Case Number: CPA-23-627LS	**Case Name:** 5 Iron, LLC, FLUM Amendment
Agent: N/A	**Property Owners:** 5 Iron, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for six parcels totaling an approximate 610-acres, from Conservation/Management Lands (CM) to Agriculture (AG)

General Location: Six (6) parcels totaling an approximate 610-acres located approximately 10.30 miles east of Lake Istokpoga, south of US 98, on both the east and west sides of CR 721, and north of the CSX Transportation railroad right-of-way; the addresses for three (3) of the parcels being 15416 US 98, 1239 CR 721, and 139 Boondock Road, Lorida, and the three (3) additional parcels being identified by Parcel IDs C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, and C-17-36-33-A00-0150-0000.

PARCEL ID: C-07-36-33-A00-0030-0000
C-08-36-33-A00-0050-0000
C-17-36-33-A00-0070-0000
C-17-36-33-A00-0090-0000
C-17-36-33-A00-0150-0000
C-18-36-33-A00-0020-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve CPA-23-627LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 610-acres from Conservation/Management Lands (CM) to Agriculture (AG), referencing the mandatory findings of fact, for transmittal to the Florida Department of Commerce for expedited state review.

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-23-627LS, amending the Future Land Use Map of the Highlands

County Comprehensive Plan for an approximate 610-acres from Conservation/Management Lands (CM) to Agriculture (AG), referencing the mandatory findings of fact, and transmitting CPA-23-627LS to the Florida Department of Commerce for expedited state review.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER CPA-23-627LS – 5 IRON, LLC** Six (6) parcels totaling an approximate 610-acres located approximately 10.30 miles east of Lake Istokpoga, south of US 98, on both the east and west sides of CR 721, and north of the CSX Transportation railroad right-of-way; the addresses for three (3) of the parcels being 15416 US 98, 1239 CR 721, and 139 Boondock Road, Lorida, and the three (3) additional parcels being identified by Parcel IDs C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, and C-17-36-33-A00-0150-0000; and abbreviated legal description as follows: Six (6) parcels totaling an approximate 610-acres located in Sections 7, 8, 17, and 18, Township 36 South, Range 33 East, Highlands County, Florida.

   The Applicant is requesting a large-scale Comprehensive Plan amendment to amend the future land use map designation from Conservation/Management Lands (CM) to Agriculture (AG). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received in favor or against the request. Board members had questions regarding the origin of the conservation designation; easements; and ownership of a triangle portion of property shown at the southern end of parcel C-17-36-33-A00-0090-0000. Staff clarified the properties were surplus and not used as originally intended for the Kissimmee River Restoration project; confirmed there are easements for the CSX rail line and the Water Management District; and confirmed the refenced triangle portion is owned by the Water Management District and will need to be removed from the boundary of this request. One (1) member of the audience asked for clarification regarding the advantages of changing from Conservation to Agriculture and the property owner's intended use of the property whether it would be a dairy farm. The applicant confirmed his intentions are to farm the property(ies) and grow crops, and there is no intention to construct a dairy farm.

   Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-627LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 610-acres from Conservation/Management Lands (CM) to Agriculture (AG), referencing the mandatory findings of fact, and transmitting CPA-23-627LS to the Florida Department of Commerce for expedited state review, less the approximate ¼-acre piece in the southern portion of parcel C-17-36-33-A00-0090-0000.

   Upon roll call, all members voted yes. **Motion carried 6-0**."

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map for six parcels totaling an approximate 610-acres, from Conservation/Management Lands (CM) to Agriculture (AG).

The subject property is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh and wetland areas; the parcels are currently operated for cattle grazing and other farming activities generally associated with agricultural operations.

There is a companion request for a zoning change from Conservation/Management Lands District (CM) to Agricultural District (AU), P&Z 2142, to maintain consistency between the future land use designation and the implementing zoning district.

Contingent on the approval of CPA-23-627LS and subsequent Zoning change application, P&Z 2142, the Applicant intends to apply for a Special Exception within the newly appropriated FLUM/ZON designations.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Soil Grazing	CM	CM
Adjacent Property to the North	SFWMD Conservation Easement, FWC Long-term Gopher Tortoise Recipient Site, Edna Pearce Homestead & Fort Basinger School (Local Historic Sites)	CM	CM
Adjacent Property to the South	Citrus Grove, Soil Grazing, SFWMD Fee Owned Parcel	AG & CM	AU & CM
Adjacent Property to the East	Soil Grazing, Kissimmee River Shores Mobile Home Park, Hidden Acres RV and MH Campground	AG, CM, & Existing (E)	AU, CM, Mobile Home Subdivisions District (M-1), Mobile Home Parks District (M-2), & Campground District (CG-3)
Adjacent Property to the West	Soil Grazing	AG	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.6, Conservation/Management Lands (CM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.282: Conservation/ Management Lands District (CM).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY

Policy 1.2: Land Use Categories, Densities, and Intensities

C. Nonresidential Land Use Categories: The intensity of nonresidential development shall recognize natural environmental constraints, traffic and access, the character of surrounding development, and the necessity of potable water and central wastewater installations as a prerequisite to development. The intensity to which a property may be developed for the nonresidential land uses described in Paragraph "D" below shall be governed by the indicated site coverage standards and floor area ratios (FAR). The County shall amend its Land Development Regulations to incorporate these standards and ratios.

D. Land Use Categories:

1. Agriculture (AG): 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.

e. Additional Uses which may be granted upon approval of an application Subject to Specific Criteria set forth in the Land Development Regulations…

Criteria for granting such approval of additional uses shall be based upon site specific evaluation of soil suitability, stormwater treatment, traffic, land use compatibility with surrounding properties, water supply including aquifer recharge, utility availability including water, wastewater and solid waste disposal and impact on natural resources and environmental systems.

1. The provision of the facilities and services is in conformity with the provisions of this and other elements of the 2030 Comprehensive Plan;
2. The use meets all local, State, and federal regulatory requirements and performance standards;
3. The location, type, scale, density/intensity, and design of the facilities are compatible with the overall character of the existing, as well as the proposed future development of the area;
4. Facilities and structures must be located and designed in such a manner as to protect the safety of individuals nearby and to ensure that neighboring properties and structures are protected during the normal operation of these facilities and structures and in the event that the facilities or structures are damaged or destroyed; and
5. The use does not attract spin-off urban development or may not be a desirable activity in the urbanized area because of external impacts on adjacent lands.

OBJECTIVE 8: KISSIMMEE RIVER

Policy 8.1: Special Measures for Kissimmee River Flood Plain

The County shall, continue to implement measures for water quality, flood control protection, habitat conservation, and cultural resource protection within the Kissimmee River's 100-year flood plain.

The County shall review all land use changes that are proposed adjacent to restoration projects regarding the re-alignment of the river for impacts. In addition, proposed land use changes within the floodplain to the south of the restoration area shall be reviewed for impacts.

The County shall also consider adding the appropriate management measures from the Phase II Technical Plan for the Okeechobee Construction Project to the Floodplain Protection Controls of the Land Development Regulations.

Policy 8.2: Consistency with Kissimmee River Plan

The County shall ensure that proposed land use activities within the Kissimmee River's 100-year flood plain are in compliance with the stated goals of the applicable Resource Management Plan.

Natural Resources Element

OBJECTIVE 10: MEASURES TO PROTECT FLOODPLAINS

Policy 10.4: Maintain Natural Drainage in Floodplain

The County shall not issue development orders for new development or redevelopment within flood prone areas whenever grading or excavation is proposed that will change, impede, or displace the existing drainage pattern of the site or the natural flow functions within the floodplain.

Policy 10.5: Requirements When in Floodplain or Near Surface Water

The County shall continue to condition all development orders whenever development activities are proposed within 50 feet of surface water bodies or within the 100-year floodplain.

Economic Development Element

OBJECTIVE 2: MAINTAIN AND ENHANCE THE ECONOMIC BASE AND RETAIN AND CREATE NEW JOBS

Policy 2.1: Targets for Growth

The County, through the EDO, shall maintain programs and develop new programs which:

A. Support existing businesses and their expansion and attract businesses, both of which are sensitive to the County's environment and natural resources.
B. Expand and enhance the County's existing economic base and assist existing companies in expansion efforts.
C. Assist in the location of new companies in the County.

Property Rights Element

OBJECTIVE 1: HIGHLANDS COUNTY WILL RECOGNIZE AND RESPECT ALL JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Policy 1.1: Highlands County will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral 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.

Department Comments and Analysis 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 review process, and additional requirements may be identified at that time.

   Zoning Division: The staff has no objection to this request.

   Natural Resources Division: [At the time of development, Natural Resources recommends the requirement of an Environmental Clearance Report on the large scale FLUM amendment or future development orders. A concerning factor of changing these lands from CM to AG are the implications of run-off that may go into the river. FDACS administers Best Management Practices, but assurances should be granted.]

   South Florida Water Management District (SFWMD): The lands owned by 5 Iron, LLC, appear to be outside the 100-year floodplain for the Kissimmee River Restoration Project. Regarding Parcel C-17-36-33-A00-0090-0000: the District owns an access easement that encumbers this parcel in 2 different areas. This easement is needed to give SFWMD access to our fee-owned parcel to the East (C-17-36-33-A00-0060-0000). [Furthermore], the District owns a triangular piece of fee simple along the South boundary, which gives us access to another fee-owned parcel to the East (C-20-36-33-010-0010-0000). It appears that the Property Appraiser is not correctly showing this District ownership in its records and is showing 5 Iron, LLC, as the owner. We insist that any future development not restrict these 2 easement areas or our strip of fee simple ownership. No permanent structures can be allowed within these areas and these areas cannot be blocked off or fenced off from their connection to public roads. If there is to be a plat filed, [the District's] easements and ownership must be shown on any plat(s).

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Health, Town of Lake Placid, and the School Board of Highlands County.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Highlands County Economic Development, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as sloping slightly from west to east with an elevation between 45 and 40 feet.
2. **Soils:** The soils underlying the site are *Basinger Fine Sand, Depressional; Placid Fine Sand, Depressional; Immokalee Sand; Myakka Fine Sand; Basinger Fine Sand; and Pomello Sand, 0 To 5% Slopes.*
   i. *Basinger Fine Sand, Depressional:* This soil is very poorly drained, the available water capacity is low, and permeability is rapid. Internal drainage is very slow because of the high-water table and is ponded for 4 to 6 months each year.
   ii. *Placid Fine Sand, Depressional:* This soil is nearly level, very poorly drained, the available water capacity is low, and permeability is rapid. The soil has severe limitations for all urban uses because of ponding but has high potential for producing range plants.
   iii. *Immokalee Sand:* This soil is nearly level, poorly drained, the available water capacity is low, and permeability is moderate. The soil has severe limitations for most urban uses because of wetness but has moderate potential for most agricultural activity.
   iv. *Myakka Fine Sand:* This soil is nearly level, poorly drained, the available water capacity is very low, and permeability is moderate. The soil has severe limitations for urban uses because of wetness but has moderate potential for most agricultural activity with proper management and use of conservation practices.
   v. *Basinger Fine Sand:* This soil is nearly level, poorly drained, the available water capacity is low, and permeability is rapid. This soil has severe limitations for urban uses because of wetness and has varying degrees of potential for agricultural activities that can be partly mitigated with properly designed water control systems.
   vi. *Pomello Sand, 0 To 5% Slopes:* This soil is nearly level to gently sloping, moderately well drained, the available water capacity is very low, and permeability is moderately rapid. This soil has moderate limitations for urban uses because of the seasonal water table and has varying degrees of potential for agricultural activities.
3. **Surface Waters:** The subject parcel has no surface water areas. However, it is within 1,000 feet of the Kissimmee River.
4. **Vegetative Cover:** The site is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh areas.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is for grazing soil.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of CM.
4. **Proposed FLUM Designation:** The proposed FLUM designation is AG.

5. **Current FLUM Population Yield/Maximum Intensity:** The current FLUM designation allows up to 1 dwelling unit per 80 acres for public uses. The current potential population yield amounts to 15 persons; 610 ÷ 80 acres = 7.625 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
   The current FLUM designation allows a maximum intensity of 0.15 FAR.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 1 dwelling unit per 5 acres. The parcel would allow for a potential population yield of 274 persons; 610 ÷ 5 acres = 122 dwelling units; 122 dwelling units x 2.25 persons = 274.50 persons.
7. **The Applicant's proposed development program:** There is currently no proposed development program, however, contingent on the approval of the FLUM amendment and Zoning change, the applicant wishes to apply for a special exception within the Agricultural District.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland and Wetlands habitats. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, bona-fide agricultural operations are **exempt** from obtaining Environmental Clearance at the time of a large-scale FLUM amendment. For uses not consistent with a bona-fide agricultural operation, environmental clearance will be required for any clearing or development proposals for this site.
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 recommend FMSF 8HG742 for further testing for extant artifacts from possible debris of early Pearce family activity. Furthermore, Section 12.15.205 of the LDRs designates the Kissimmee River and its adjacent embankment and floodplain as an Archaeological Confinement Zone, with a depth of 500 feet existing westward from the river's mean annual flood zone within Highlands County. "River" may mean the C-38 canal or an old run of the Kissimmee River, which ever constitutes the most westerly bank within the county. Any development proposed within these areas will require an Archaeological Reconnaissance Survey (ARS).
4. **Floodplains (FEMA designation):** As depicted on the Flood Insurance Rate Map Community Panel Numbers **12055C0435C**, effective November 18, 2015, the property has a flood zone designation of "X" for areas located outside the Special Flood Hazard Area (SFHA); the property has a flood zone designation of "A" for areas located within the SFHA.
5. **Military Airport Zones (MAZ):** The property is located within MAZ II as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The parcel identified as C-17-36-33-A00-0090-0000 is located within a 600 feet Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system that will be designed to connect to a central water system.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central water system.
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 US 98 and CR 721, classified as a principal arterial highway and a rural minor collector roadway, respectively.
5. **Railroad Access:** The site has direct access to the CSX railroad line.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools: The permitted uses within the AG FLUM will not generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 32.6 miles southeast of the Avon Park Executive Airport and 17.3 miles southeast 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:

Throughout the 1980s and 1990s, the Save Our Rivers program acquired several acres of land spanning 4 different counties, including Highlands County, to restore the river/floodplain ecosystem as part of the broader effort of the Kissimmee River Restoration Program

(KRRP), which continues to be sponsored by the U.S. Army Corps of Engineers and SFWMD. Resulting in their eventual public acquisition as part of this land stewardship program, these lands were primarily deemed to be environmentally sensitive because of their initial potential to contribute to the KRRP. The 100-year floodplain, which is the area on both sides of the River the WMD deemed critical for the restoration efforts, establishes the planned water levels for the River; areas initially acquired for the restoration but later excluded from the 100 year floodplain were deemed surplus by SFWMD and released for purchase. These parcels for consideration are within the initially acquired lands that were later deemed surplus.

Though these parcels may not directly impact the 100-year floodplain area, they are still in close proximity to the ecosystem of the River. For uses inconsistent with a bona-fide agricultural operation, Environmental Clearance shall be required to ensure the change does not adversely affect the larger body of natural resources in the area.

(2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

This indicator is not applicable.

(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:

Agricultural lands typically do not contribute to walkable or connected communities in the urban context. The focus of the FLUM amendment is to maintain agricultural activities rather than promoting urban forms that lend themselves to compact development patterns.

(4) Promotes conservation of water and energy:

The impact on water and energy conservation is unclear from the information provided in the application for the FLUM amendment. Agricultural activities have varying degrees of water consumption depending on the operation. The County encourages agricultural uses which use Best Management Practices (BMPs), and which are compatible with wildlife protection and water quality outputs.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This FLUM amendment directly supports this indicator by preserving and potentially expanding agricultural lands and activities.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

The change reinforces the status quo to encourage retention of agricultural lands adjacent to conservation areas, essential natural habitats, and significant waterways to provide ecological buffers. The purpose of buffer areas is to adequately protect natural resources from human encroachment, as well as to protect the public health, safety, and welfare by providing adequate separation between human activities and wildlife habitat and conservation practices such as prescribed burns.

The applicant at this stage, however, has not detailed any plans to ensure open spaces and other natural lands do not become compromised through unforeseen externalities.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

One of the primary industries of Highlands County is that of Agriculture. This FLUM amendment would further reinforce the existing demand for agricultural products or activities in a general sense, but the application does not specify a specific activity other than to continue existing farming practices; as a result, this cannot be adequately assessed.

(8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Large Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Large Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is exempt** for the proposed Large Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Large Scale Comprehensive Plan Amendment **is 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 known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-627LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 610-acres from Conservation/Management Lands (CM) to Agriculture (AG), referencing the mandatory findings of fact, and transmitting CPA-23-627LS to the Florida Department of Commerce for expedited state review.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

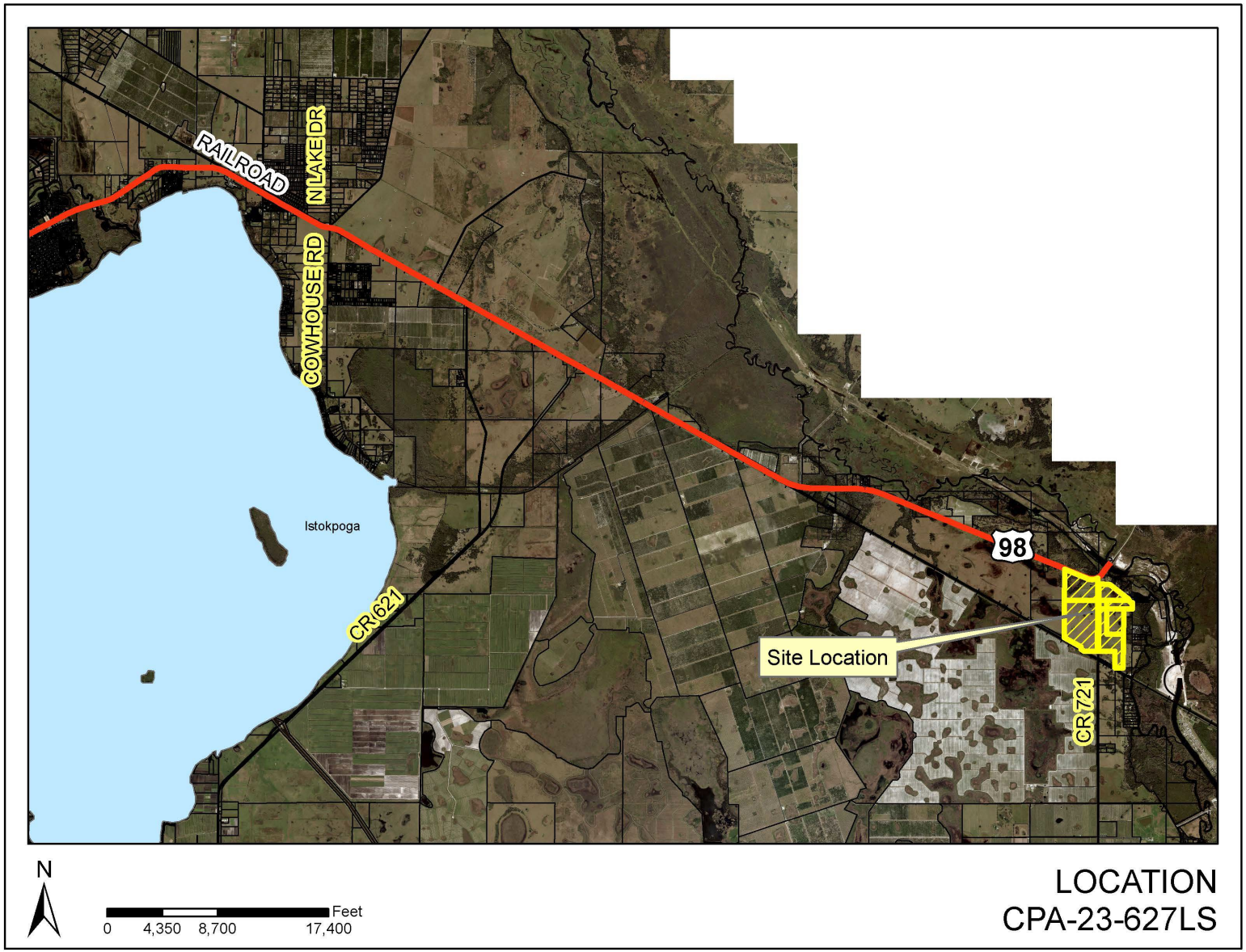

RAILROAD
N LAKE DR
COWHOUSE RD
Istokpoga
CR 621
98
Site Location
CR 721
N
0 4,350 8,700 17,400
Feet
LOCATION
CPA-23-627LS

Exhibit 2:

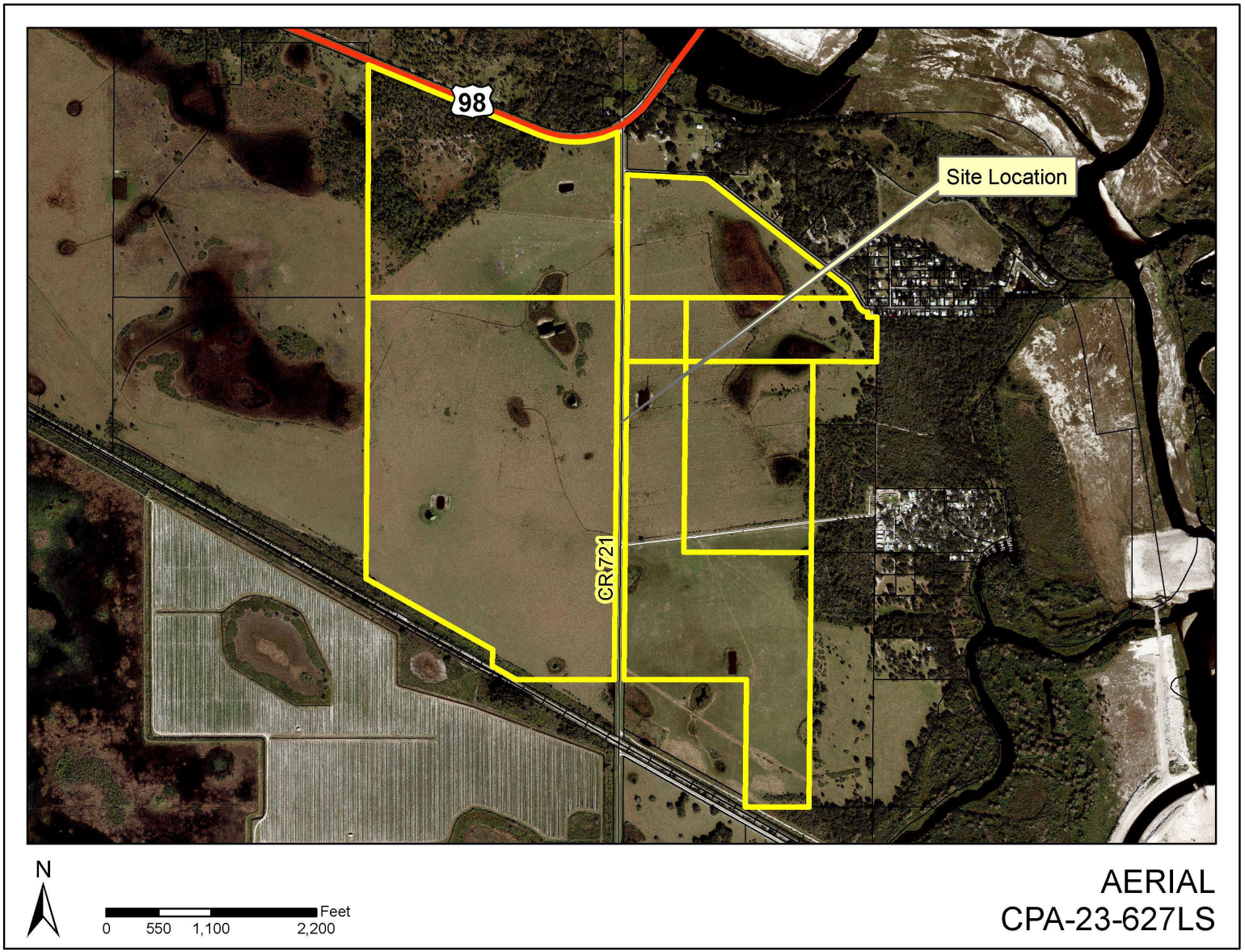

98
Site Location
CR 721
N
0
550
1,100
2,200
Feet
AERIAL
CPA-23-627LS

Exhibit 3:

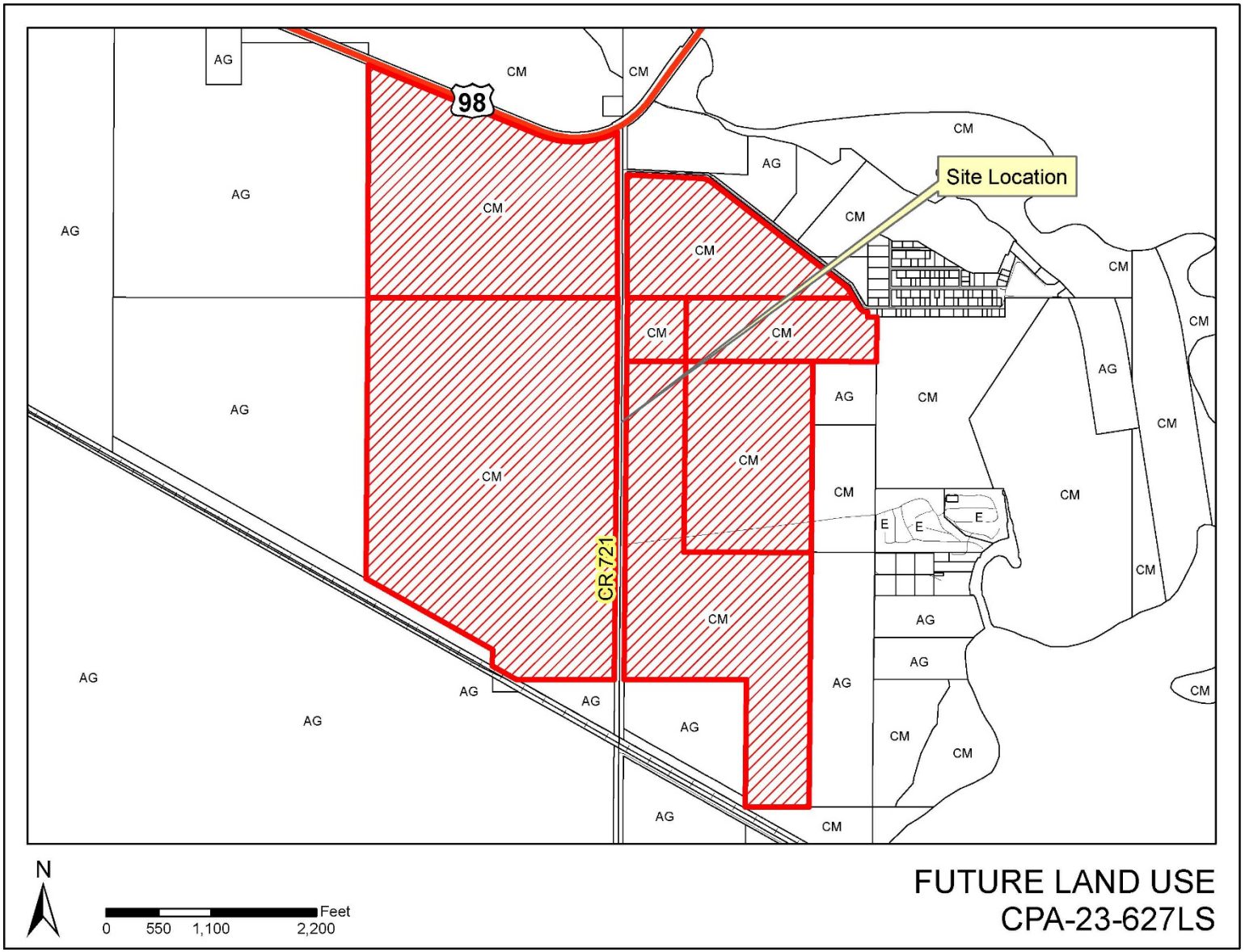
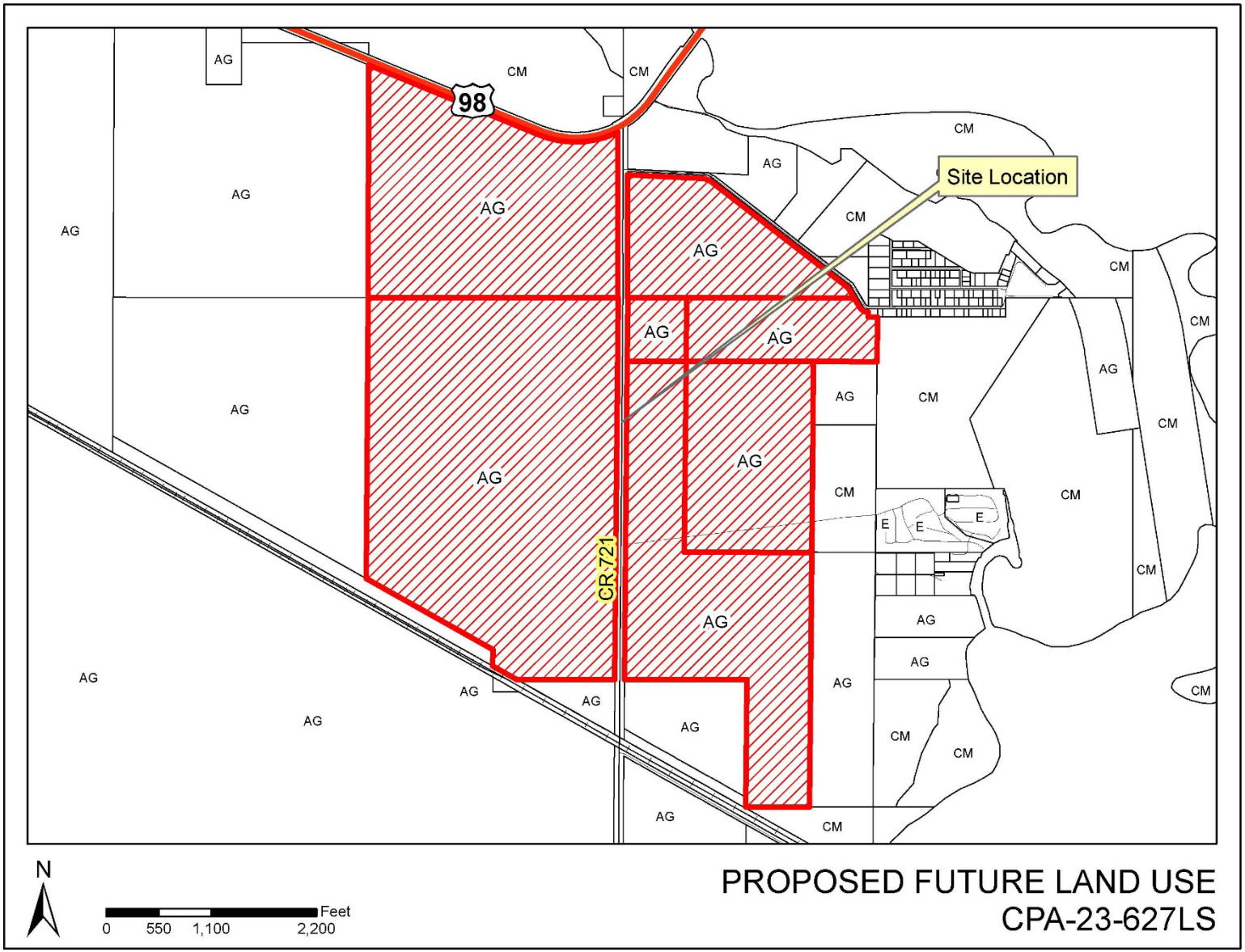

98
CR-721
Site Location
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CM
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1,100
2,200
Feet
FUTURE LAND USE
CPA-23-627LS

Exhibit 4:


98
CR 721
Site Location
AG
CM
E
N
0
550
1,100
2,200
Feet
PROPOSED FUTURE LAND USE
CPA-23-627LS

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: CM Change to: AG

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

.....

STAFF USE ONLY:

Case Number: CPA- 23 - 627 SS/LS **Date of Application:** 9/20/2023

Amount of Fee: $ 2,025.00 **Tax Map No.:** 271-CID 272-A&B Project # 23090012 Receipt # 4500000 1332

Hearing Dates: P&Z 11 / 14 / 23 BOCC 12 / 19 / 23

.....

This application has been reviewed for completeness and determined sufficient.

Rachel Bury 9/26/2023

Signed: Planning and Zoning Manager (Interim) **Date**

.....

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-07-36-33-A00-0030-0000 **STRAP No. C-**18-36-33-A00-0020-0000

STRAP No. C-08-36-33-A00-0050-0000 **STRAP No. C-**17-36-33-A00-0070-0000

C-17-36-33-A00-0090-0000 C-17-36-33-A00-0130-0000

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): 5 Iron, LLC

   Mailing Address: PO Box 2122 Okeechobee FL 34973

   Daytime Telephone No. (863) 634-7504 **E-Mail Address:** larranjacob33@hotmail.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: _____

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

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:
   There is no conservation easement over the property, I am requesting the property be changed back to AG for continued farming practices.

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) See attached
   b. Objective(s) _____
   c. Policy(ies) _____

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 attached deed

6. **Street Address(es) of Property Covered by the Application:**
   139 Boondock Rd, 15416 Us 98, 1239 CR 721, and 3 parcels with unassigned addresses in Lorida FL 33857

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** N/A

8. **Existing Zoning District:** CM **Existing Future Land Use Classification:** CM

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Cattle Grazing and Farming

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) varies feet, (depth) varies feet, road frontage varies feet, water frontage 0 feet, **Total acres:** Approx 610

If different from the total acreage, the developable portion is TBD +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant	CM	CM
South	Groves / Grazing soil	AG	AV
East	Vacant / SFRs / Mults / Camp Ground	CM / AG / RM / E	CM / M-1 / AV / GG3 / M2
West	Grazing soil	AG	AV

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** NA

16. **Residential Density:** The proposed density is 0 units per acre.

17. **Intensity:** The proposed intensity is TBD square feet at TBD Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐ **Yes** ☑ **No**
If yes, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

21. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

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

Goals, Objectives, & Policies for CPA-23-627LS

ECONOMIC DEVELOPMENT ELEMENT

GOAL: Create and support a diverse economy in Highlands County that is conducive to the prosperity of all residents by optimizing the most desirable opportunities for economic expansion, better jobs, and revenue growth during the 2010-2030 planning period.

OBJECTIVE 2: Maintain and enhance the economic base and retain and create new jobs by supporting the retention of existing business, promoting existing business expansion, and recruiting appropriate businesses and industries.

Policy 2.1: Diversify the Economy

Policy 2.9: Target Industries

PROPERTY RIGHTS ELEMENT

GOAL: To provide a 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.

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

Tonya A. Anderson 9/19/23

Reviewer's Signature Date

County Engineer's Signature Date

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Jacob Larson, 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. JNL

Signed, Sealed and Delivered
in our presence:

Rachel Barry
Print Name: Rachel Barry

Hailey Collinsworth
Print Name: Hailey Collinsworth

5 Iron, LLC
a FL Limited Liability corporation.
By: Jacob N Larson
Print Name: Jacob N Larson
Title: Owner

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20 day of September, 2023, by Jacob Larson who is personally known by me ☐ or who has produced FL DL, as identification and who did take an oath:

NOTARY PUBLIC STATE OF FLORIDA
ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Angie M. King
Signature

Angie M. King
Print Name

Notary Public, State of Florida
My Commission Expires: 4/28/2025



Detail by Entity Name

Florida Limited Liability Company
5 IRON, LLC

Filing Information

Document Number	L10000022598
FEI/EIN Number	38-3810655
Date Filed	02/26/2010
Effective Date	02/19/2010
State	FL
Status	ACTIVE

Principal Address

17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Changed: 04/06/2017

Mailing Address

P O Box 2122
OKEECHOBEE, FL 34973

Changed: 04/06/2017

Registered Agent Name & Address

LARSON, JACOB N
17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Address Changed: 04/06/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

LARSON, JACOB N
17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Title MGRM

OFFICIAL RECORDS FILE#: 1831786 OR BK 2551 PG 1859 PAGES: 3
10/31/2016 12:03:19 PM REC FEES: $27.00 DEED DOC:$10500.00
D.C. STURNBULL ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

Sd
27.00
10,500.00
1.00CF

This Instrument Prepared by and Return to:
Susie Burk
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, FL. 34972
Our File No.: **34749HI**
Property Appraisers Parcel Identification (Folio) Number: **C-17-36-33-010-0050-0010**

Florida Documentary Stamps in the amount of **$10,500.00** have been paid hereon.

_____ Space above this line for Recording Data _____

Warranty Deed

THIS WARRANTY DEED, made the **24th** day of **October, 2016** by

FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP,

whose post office address is **10,000 US HIGHWAY 98 NORTH, OKEECHOBEE, FLORIDA 34972** herein called the Grantors, to **5 IRON, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

whose post office address is **P.O. Box 2122, OKEECHOBEE, FL 34973,** hereinafter called the Grantees:

(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 corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of Ten dollars and 00/100 ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in HIGHLANDS County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.

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 Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2015.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Witness #3 Signature

Witness #3 Printed Name

Witness #4 Signature

Witness #4 Printed Name

FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP

(Seal)
LOUIS E. LARSON, JR., GENERAL PARTNER

(Seal)
GRACE ANN LARSON, GENERAL PARTNER

State of FLORIDA
County of OKEECHOBEE

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by LOUIS E. LARSON, JR. AND GRACE ANN LARSON, GENERAL PARTNERS OF FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP who are personally known to me or have produced D/L as identification.

SEAL

SYLVIA E BURK
Notary Public - State of Florida
Commission # FF 204270
My Comm. Expires Feb 26, 2019
Bonded through National Notary Assn.

Notary Public

Printed Notary Name

My Commission Expires:

File No.: **34749HI**

LTF

Exhibit "A"

A parcel of land situate in Sections 7, 8, 17 and 18, Township 36 South, Range 33 East, Highlands County, Florida, more particularly described as follows:

All that portion of the Southeast Quarter (SE 1/4) of said Section 7, Township 36 South, Range 33 East, Highlands County, Florida, lying South of State Road 700 (U.S. Hwy 98).

TOGETHER WITH:

All of the unnumbered lots in the Southwestern corner of said Section 8, Township 36 South, Range 33 East, Highlands County, Florida, less and except that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of a paved ingress and egress prescriptive roadway to Kissimmee River Shores, an unrecorded subdivision.

TOGETHER WITH:

All of the Northwest quarter (NW 1/4), and the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), and the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest quarter (SW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida, less Kissimmee River Shores, an unrecorded subdivision and less that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of said prescriptive roadway.

AND LESS, that certain parcel of land described in Official Records Book 585, page 977, of the Public Records of Highlands County, Florida, being described as follows:

The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida.

TOGETHER WITH:

All of the East one-half (E 1/2) of said Section 18, Township 36 South, Range 33 East, Highlands County, Florida, lying North of the Seaboard Systems Railroad.

LESS AND EXCEPT that parcel conveyed to Gagbee, Inc., a Florida corporation by Warranty Deed recorded in Official Records Book 2010, Page 317, of the Public Records of Highlands County, Florida;

FURTHER LESS AND EXCEPT the following tract number, to wit:

Tract No. 19-103-749

A parcel of land situate in Sections 17 and 20, Township 36 South, Range 33 East, Highlands County, Florida, being more particularly described as follows:

All that portion of the Southwest quarter of said Section 17 lying within 100 feet Northeasterly of the Northeasterly right of way line of the Seaboard Airline Railroad and lying Easterly of the Easterly right of way line of County Road 721.

TOGETHER WITH:

All that part of the Fort Bassinger Subdivision, according to the Plat thereof recorded in Plat Book 2, Page 138, Public Records of Highlands County, Florida, in said Section 20 lying Northeasterly of the Seaboard Airline Railroad Northeasterly right of way line.

JNL

JNL

DL

DL

ORDINANCE NO. 23-24-05

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-07-36-33-A00-0030-0000, C-08-36-33-A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, AND C-18-36-33-A00-0020-0000; 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, Sections 163.3161, Florida Statutes, empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-36-33-A00-0030-0000, C-08-36-33-A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, and C-18-36-33-A00-0020-0000 ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on November 14, 2023, to review the proposed Large-Scale Plan amendment, identified by CPA-23-627LS, and recommended approval of the proposed Large-Scale Plan amendment CPA-23-627LS for ultimate transmittal to the Florida Department of Commerce (hereinafter referred to as the "DOC"); and

WHEREAS, the County finds that the CPA-23-627LS amendment to the Future Land Use Map is consistent with the patterns of existing development within this area and compatible with the surrounding land uses; and

WHEREAS, the County finds that the CPA-23-627LS amendment to the Future Land Use Map is consistent with the goals, objectives, and policies of the adopted Plan; and

WHEREAS, the County finds that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the CPA-23-627LS amendment to the Future Land Use Map; and

WHEREAS, the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are known cultural resources on the Property; thus, the County has determined that Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan, is required for the CPA-23-637LS amendment to the Future Land Use Map; and

WHEREAS, the County requires, pursuant to Sections 8-128(a) and 12.01.102.B. of the Code that all future development actions on the Property shall be made to conform to applicable Plan policies and to Land Development Regulations in effect at the time the development order becomes effective; and

WHEREAS, the County held a duly noticed public hearing on December 19, 2023, and approved transmittal of Large-Scale Plan amendment CPA-23-627LS to the DOC for its review; and

WHEREAS, the CPA-23-627LS amendment to the Future Land Use Map and appropriate supporting data and analysis were transmitted to the reviewing agencies identified in Florida Statutes Section 163.3184(1)(c) on _____, 2023; and

WHEREAS, the DOC submitted its Comment Letter and made ___ comments related to important state resources or facilities for CPA-23-627LS Plan amendment (Amendment No. _____ [expedited state review]) on _____; and

WHEREAS, comments were likewise _____ received from other reviewing agencies related to the CPA-23-627LS Plan amendment; and

WHEREAS, the County held a duly noticed public hearing on _____, 2024, to consider final adoption, by ordinance, of Large-Scale Plan amendment CPA-23-627LS and transmittal to DOC for its final determination that the Plan amendment is in compliance with state law.

NOW THEREFORE, BE IT ORDAINED by Highlands County, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. 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#s C-07-36-33-A00-0030-0000, C-08-36-33-

A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, and C-18-36-33-A00-0020-0000, consisting of approximately 610 acres and more particularly described together as:

A parcel of land situate in Sections 7, 8, 17 and 18, Township 36 South, Range 33 East, Highlands County, Florida, more particularly described as follows:

All that portion of the Southeast Quarter (SE 1/4) of said Section 7, Township 36 South, Range 33 East, Highlands County, Florida, lying South of State Road 700 (U.S. Hwy 98).

TOGETHER WITH:

All of the unnumbered lots in the Southwestern comer of said Section 8, Township 36 South, Range 33 East, Highlands County, Florida, less and except that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of a paved ingress and egress prescriptive roadway to Kissimmee River Shores, an unrecorded subdivision.

TOGETHER WITH:

All of the Northwest quarter (NW 1/4), and the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), and the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest quarter (SW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida, less Kissimmee River Shores, an unrecorded subdivision and less that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of said prescriptive roadway.

AND LESS, that certain parcel of land described in Official Records Book 585, page 977, of the Public Records of Highlands County, Florida, being described as follows: The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida.

TOGETHER WITH:

All of the East one-half (E 1/2) of said Section 18, Township 36 South, Range 33 East, Highlands County, Florida, lying North of the Seaboard Systems Railroad.

LESS AND EXCEPT that parcel conveyed to Gagbee, Inc., a Florida corporation by Warranty Deed recorded in Official Records Book 2010, Page 317, of the Public Records of Highlands County, Florida;

FURTHER LESS AND EXCEPT the following tract number, to wit:

Tract No. 19-103-749

A parcel of land situate in Sections 17 and 20, Township 36 South, Range 33 East, Highlands County, Florida, being more particularly described as follows:

All that portion of the Southwest quarter of said Section 17 lying within 100 feet Northeasterly of the Northeasterly right of way line of the Seaboard Airline Railroad and lying Easterly of the Easterly right of way line of County Road 721.

TOGETHER WITH:

All that part of the Fort Bassinger Subdivision, according to the Plat thereof recorded in Plat Book 2, Page 138, Public Records of Highlands County, Florida, in said Section 20 lying Northeasterly of the Seaboard Airline Railroad Northeasterly right of way line.

is hereby changed from “Conservation/Management Lands” to “Agriculture”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agriculture.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-23-627LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER’S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a

similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3184, the subject large-scale Future Land Use Amendment shall go into effect pursuant to DOC's notice of intent unless otherwise challenged within 30 days of adoption. In the event of a timely challenge, the subject large-scale Future Land Use Amendment shall become effective once the Florida Department of Commerce or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

First Public Hearing: December 19, 2023
Second Public Hearing: _____, 20___

DONE AND ADOPTED this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Fiscal Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-05

ORDINANCE TITLE: CPA-23-627LS

DEPARTMENT: Development Services

MEETING DATE: December 19, 2023

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:

X 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: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2142, changing the Official Zoning Atlas for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands District (CM) to Agricultural District (AU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for six (6) parcels totaling an approximate 610-acres, from Conservation/Management Lands District (CM) to Agricultural District (AU). The subject property is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh and wetland areas; the parcels are currently operated for cattle grazing and other farming activities generally associated with agricultural operations.

There is a companion request for a Future Land Use Map Amendment from Conservation/Management Lands (CM) to Agriculture (AG), CPA-23-627LS.

Contingent on the approval of CPA-23-627LS and subsequent Zoning change application, P&Z 2142, the Applicant intends to apply for a Special Exception within the newly appropriated FLUM/ZON designations.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2142 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-35, P&Z 2142, changing the Official Zoning Atlas for an approximate 610-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2142 for BCC 5 Iron LLC.pdf
Application P&Z 2142 5 Iron LLC.pdf
Resolution P&Z 2142 5 Iron LLC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/19/2023
Case Number: P&Z 2142	**Case Name:** 5 Iron, LLC, Rezone
Agent: N/A	**Property Owners:** 5 Iron, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone six parcels totaling an approximate 610-acres, from Conservation/Management Lands District (CM) to Agricultural District (AU)

General Location: Six (6) parcels totaling an approximate 610-acres located approximately 10.30 miles east of Lake Istokpoga, south of US 98, on both the east and west sides of CR 721, and north of the CSX Transportation railroad right-of-way; the addresses for three (3) of the parcels being 15416 US 98, 1239 CR 721, and 139 Boondock Road, Lorida, and the three (3) additional parcels being identified by Parcel IDs C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, and C-17-36-33-A00-0150-0000.

PARCEL ID: C-07-36-33-A00-0030-0000
C-08-36-33-A00-0050-0000
C-17-36-33-A00-0070-0000
C-17-36-33-A00-0090-0000
C-17-36-33-A00-0150-0000
C-18-36-33-A00-0020-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-35, P&Z 2142, changing the Official Zoning Atlas for an approximate 610-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), 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 2142, changing the Official Zoning Atlas for an approximate 610-

acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>B. HEARING NUMBER P&Z 2142 – 5 IRON, LLC</u>** Six (6) parcels totaling an approximate 610-acres located approximately 10.30 miles east of Lake Istokpoga, south of US 98, on both the east and west sides of CR 721, and north of the CSX Transportation railroad right-of-way; the addresses for three (3) of the parcels being 15416 US 98, 1239 CR 721, and 139 Boondock Road, Lorida, and the three (3) additional parcels being identified by Parcel IDs C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, and C-17-36-33-A00-0150-0000; and abbreviated legal description as follows: Six (6) parcels totaling an approximate 610-acres located in Sections 7, 8, 17, and 18, Township 36 South, Range 33 East, Highlands County, Florida.

   The Applicant is requesting a zoning change from Conservation/Management Lands District (CM) to Agricultural District (AU). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received for or against the request, and no members of the audience spoke regarding the request.

   Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2142, changing the Official Zoning Atlas for an approximate 610-acres from Conservation/ Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law, less the approximate ¼-acre piece in the southern portion of parcel C-17-36-33-A00-0090-0000.

   Upon roll call, all members voted yes. **Motion carried 6-0."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of an approximate 610-acre parcel, from CM to AU.

   The subject property is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh and wetland areas; the parcels are currently operated for cattle grazing and other farming activities generally associated with agricultural operations.

   There is a companion request for a Future Land Use Map Amendment from Conservation/Management Lands (CM) to Agriculture (AG), CPA-23-627LS.

2. Notices to Surrounding Property Owners.

On October 11, 2023, notices were mailed to 43 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Soil Grazing	CM	CM
Adjacent Property to the North	SFWMD Conservation Easement, FWC Long-term Gopher Tortoise Recipient Site, Edna Pearce Homestead & Fort Basinger School (Local Historic Sites)	CM	CM
Adjacent Property to the South	Citrus Grove, Soil Grazing, SFWMD Fee Owned Parcel	AG & CM	AU & CM
Adjacent Property to the East	Soil Grazing, Kissimmee River Shores Mobile Home Park, Hidden Acres RV and MH Campground	AG, CM, & Existing (E)	AU, CM, Mobile Home Subdivisions District (M-1), Mobile Home Parks District (M-2), & Campground District (CG-3)
Adjacent Property to the West	Soil Grazing	AG	AU

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.6, Conservation/Management Lands (CM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.282: Conservation/ Management Lands District (CM).

Department Comments and Analysis 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 review process, and additional requirements may be identified at that time.

   Zoning Division: The staff has no objection to this request.

   Natural Resources Division: [At the time of development, Natural Resources recommends the requirement of an Environmental Clearance Report on the large scale FLUM amendment or future development orders. A concerning factor of changing these lands from CM to AG are the implications of run-off that may go into the river. FDACS administers Best Management Practices, but assurances should be granted.]

   South Florida Water Management District (SFWMD): The lands owned by 5 Iron, LLC, appear to be outside the 100-year floodplain for the Kissimmee River Restoration Project. Regarding Parcel C-17-36-33-A00-0090-0000: the District owns an access easement that encumbers this parcel in 2 different areas. This easement is needed to give SFWMD access to our fee-owned parcel to the East (C-17-36-33-A00-0060-0000). [Furthermore], the District owns a triangular piece of fee simple along the South boundary, which gives us access to another fee-owned parcel to the East (C-20-36-33-010-0010-0000). It appears that the Property Appraiser is not correctly showing this District ownership in its records and is showing 5 Iron, LLC, as the owner. We insist that any future development not restrict these 2 easement areas or our strip of fee simple ownership. No permanent structures can be allowed within these areas and these areas cannot be blocked off or fenced off from their connection to public roads. If there is to be a plat filed, [the District's] easements and ownership must be shown on any plat(s).

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Health, Town of Lake Placid, and the School Board of Highlands County.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Highlands County Economic Development, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

3. 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 sloping slightly from west to east with an elevation between 45 and 40 feet.
2. **Soils:** The soils underlying the site are *Basinger Fine Sand, Depressional; Placid Fine Sand, Depressional; Immokalee Sand; Myakka Fine Sand; Basinger Fine Sand; and Pomello Sand, 0 To 5% Slopes.*
   i. *Basinger Fine Sand, Depressional:* This soil is very poorly drained, the available water capacity is low, and permeability is rapid. Internal drainage is very slow because of the high-water table and is ponded for 4 to 6 months each year.
   ii. *Placid Fine Sand, Depressional:* This soil is nearly level, very poorly drained, the available water capacity is low, and permeability is rapid. The soil has severe limitations for all urban uses because of ponding but has high potential for producing range plants.
   iii. *Immokalee Sand:* This soil is nearly level, poorly drained, the available water capacity is low, and permeability is moderate. The soil has severe limitations for most urban uses because of wetness but has moderate potential for most agricultural activity.
   iv. *Myakka Fine Sand:* This soil is nearly level, poorly drained, the available water capacity is very low, and permeability is moderate. The soil has severe limitations for urban uses because of wetness but has moderate potential for most agricultural activity with proper management and use of conservation practices.
   v. *Basinger Fine Sand:* This soil is nearly level, poorly drained, the available water capacity is low, and permeability is rapid. This soil has severe limitations for urban uses because of wetness and has varying degrees of potential for agricultural activities that can be partly mitigated with properly designed water control systems.
   vi. *Pomello Sand, 0 To 5% Slopes:* This soil is nearly level to gently sloping, moderately well drained, the available water capacity is very low, and permeability is moderately rapid. This soil has moderate limitations for urban uses because of the seasonal water table and has varying degrees of potential for agricultural activities.
3. **Surface Waters:** The subject parcel has no surface water areas. However, it is within 1,000 feet of the Kissimmee River.
4. **Vegetative Cover:** The site is mostly composed of pasture for soil grazing but still retains native vegetation associated with marsh areas.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is for grazing soil.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of CM.

4. **Proposed Zoning Designation:** The proposed zoning designation is AU.
5. **Current Population Yield/Maximum Intensity:** The current zoning allows up to 1 dwelling unit per 80 acres, plus facilities and improvements necessary for the intended conservation use or activity The current potential population yield amounts to 15 persons; 610 ÷ 80 acres = 7.625 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
   The current zoning designation allows a maximum intensity of 0.15 FAR.
6. **Proposed Zoning Population Yield:** The proposed zoning would allow up to 1 dwelling unit per 5 acres. The parcel would allow for a potential population yield of 274 persons; 610 ÷ 5 acres = 122 dwelling units; 122 dwelling units x 2.25 persons = 274.50 persons
7. **The Applicant's proposed development program:** There is currently no proposed development program, however, contingent on the approval of the FLUM amendment and Zoning change, the applicant wishes to apply for a special exception within the Agricultural District.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland and Wetlands habitats. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, bona-fide agricultural operations are **exempt** from obtaining Environmental Clearance at the time of a large-scale FLUM amendment. For uses not consistent with a bona-fide agricultural operation, environmental clearance will be required for any clearing or development proposals for this site.
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 recommend FMSF 8HG742 for further testing for extant artifacts from possible debris of early Pearce family activity. Furthermore, Section 12.15.205 of the LDRs designates the Kissimmee River and its adjacent embankment and floodplain as an Archaeological Confinement Zone, with a depth of 500 feet existing westward from the river's mean annual flood zone within Highlands County. "River" may mean the C-38 canal or an old run of the Kissimmee River, which ever constitutes the most westerly bank within the county. Any development proposed within these areas will require an Archaeological Reconnaissance Survey (ARS).
4. **Floodplains (FEMA designation):** As depicted on the Flood Insurance Rate Map Community Panel Numbers **12055C0435C**, effective November 18, 2015, the property has a flood zone designation of "X" for areas located outside the Special Flood Hazard Area (SFHA); the property has a flood zone designation of "A" for areas located within the SFHA.

5. **Military Airport Zones (MAZ):** The property is located within MAZ II as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The parcel identified as C-17-36-33-A00-0090-0000 is located within a 600 feet Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system that will be designed to connect to a central water system.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central water system.
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 US 98 and CR 721, classified as a principal arterial highway and a rural minor collector roadway, respectively.
5. **Railroad Access:** The site has direct access to the CSX railroad line.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools: The permitted uses within the AU district will not generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 32.6 miles southeast of the Avon Park Executive Airport and 17.3 miles southeast 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 exempt** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is 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 known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2142, changing the Official Zoning Atlas for approximately 610-acres from Conservation/Management Lands (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

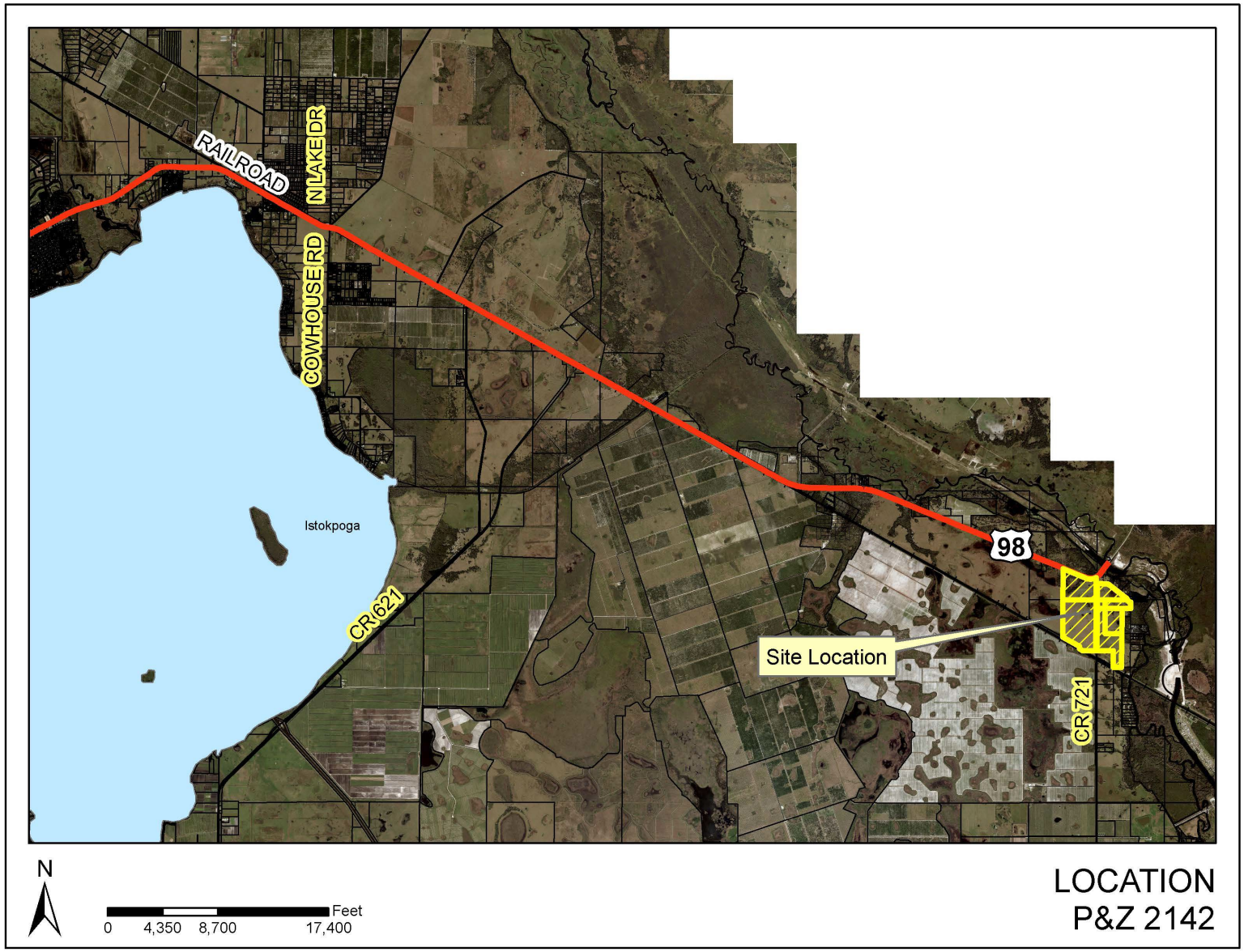

RAILROAD
N LAKE DR
COWHOUSE RD
Istokpoga
CR 621
98
Site Location
CR 721
N
0
4,350
8,700
17,400
Feet
LOCATION
P&Z 2142

Exhibit 2:

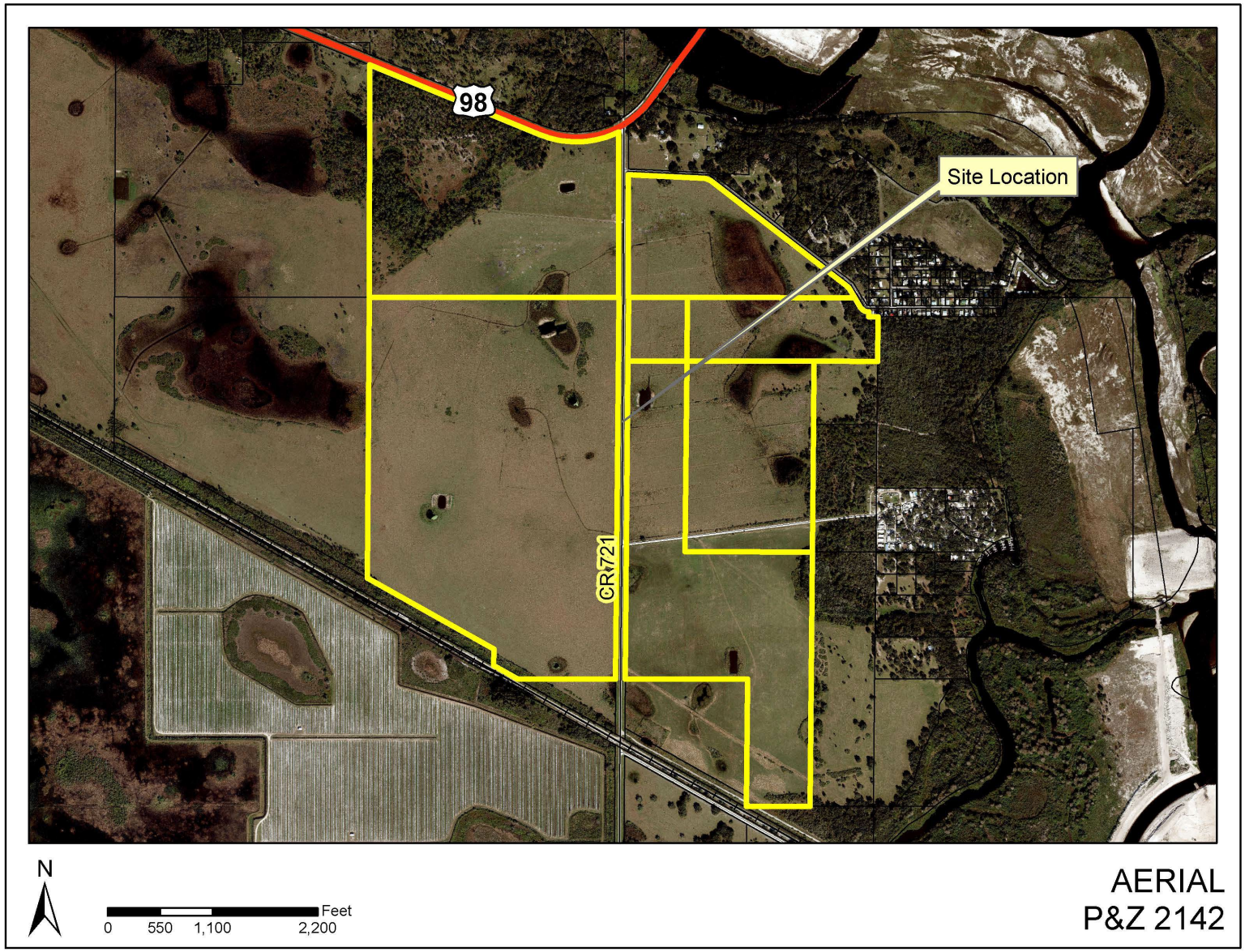


Exhibit 3:

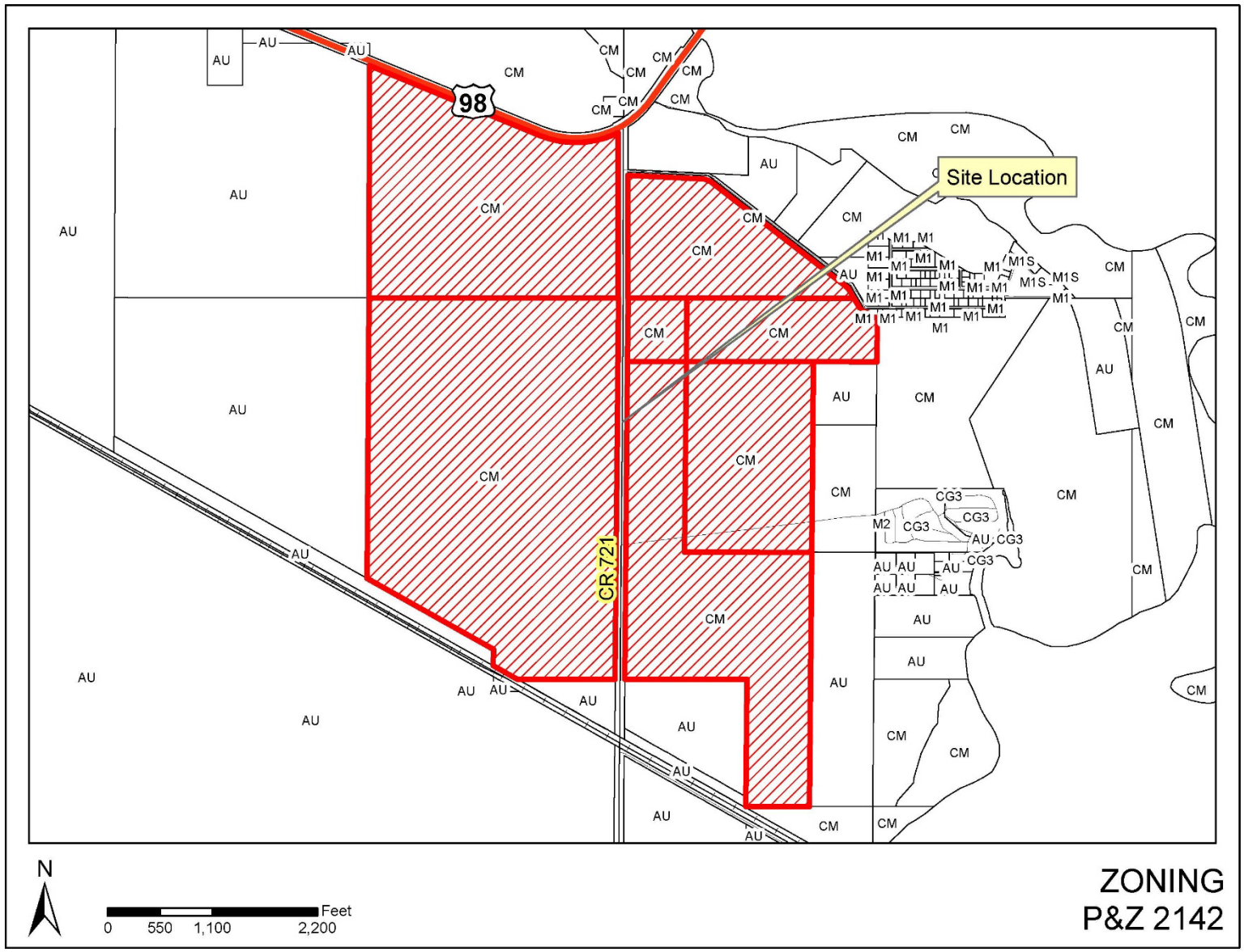
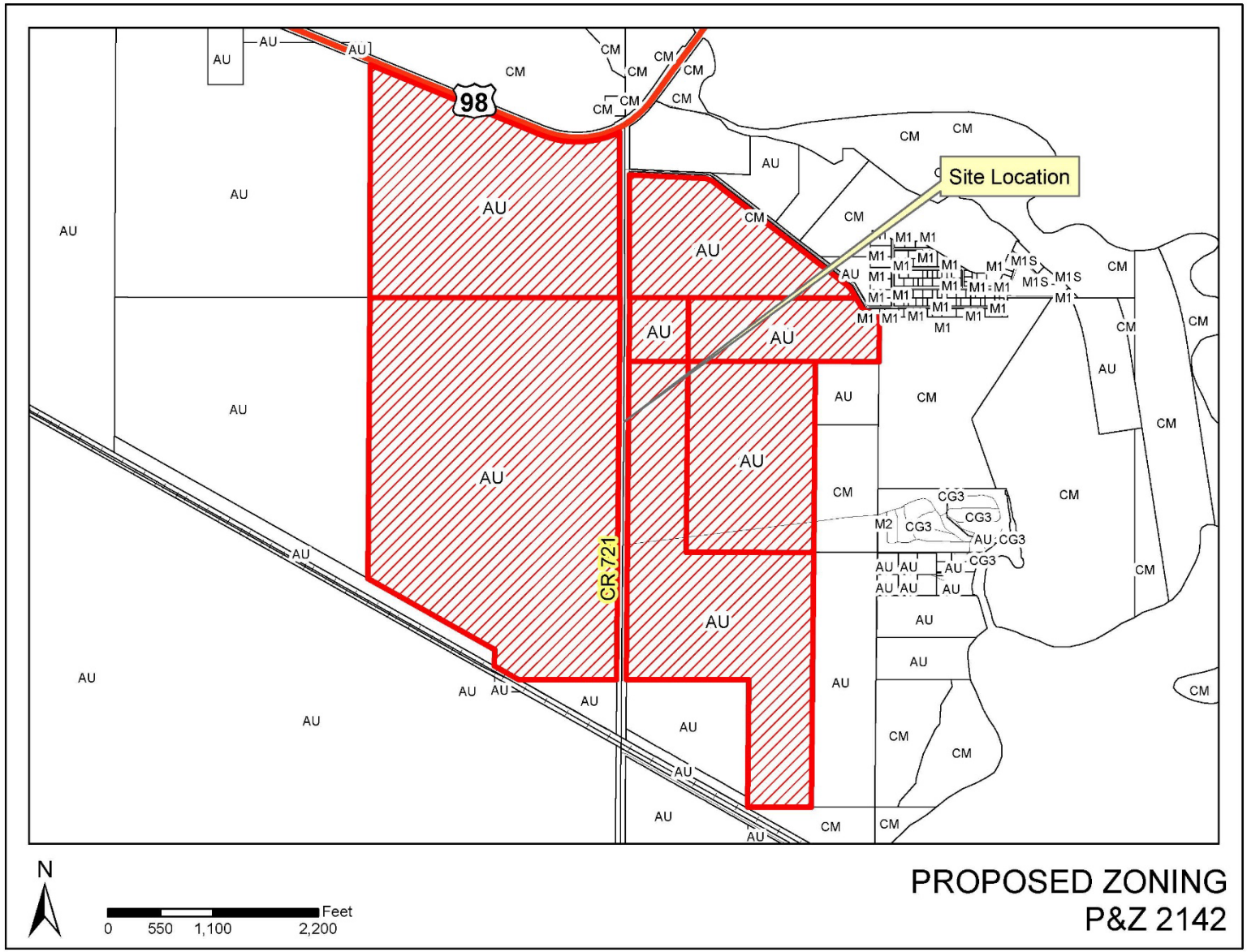

98
Site Location
CR 721
AU
CM
M1
M1S
M2
CG3
N
0
550
1,100
2,200
Feet
ZONING
P&Z 2142

Exhibit 4:


98
Site Location
CR 721
AU
CM
M1
M1S
M2
CG3
N
0
550
1,100
2,200
Feet
PROPOSED ZONING
P&Z 2142

Highlands County, Florida
Zoning Change Application

Zoning change from: CM
Zoning change to: AU

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2142 / Project # 23090011 **Date of Application:** 9/20/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 450000001332 **Tax Map No.:** 271-CED, and 272-AEI
Hearing Dates: LP: _____ **P&Z:** 11/14/2023 **BCC:** 12/19/2023

****

This application has been reviewed for completeness and determined sufficient:

_____ 9/25/2023
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: 5 Iron, LLC
   Mailing Address: PO Box 2122 Okeechobee FL 34973
   Telephone No.: 863-634-7504 **E-Mail Address:** larsonjacob33@hotmail.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: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. _____

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-07-36-33-A00-0030-0000 **STRAP #:**C-18-36-33-A00-0020-0000
   STRAP #:C-08-36-33-A00-0050-0000 **STRAP #:**C-17-36-33-A00-0070-0000
   C-17-36-33-A00-0090-0000 C-17-36-33-A00-0150-0000

5. **Street Address(es) of Property Covered by the Application:** 139 Boondock Rd, 15416 US 98, 1239 CR 721, and 3 parcels with Unassigned addresses in Lorida, FL 33857

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** CM **Existing Land Use Classification:** CM
   Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) varies feet, (depth) varies feet, street frontage varies feet, water frontage 0 feet, **Total acres** ± 610
   If different from the total acreage, the upland, or developable portion is TBD +/- 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? _____

   If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☑No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☑No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☑No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant	CM	CM
South	Groves / Grazing Soil	AG	AV
East	Vacant / SFRs / mhs / camp ground	CM / AG / RM / E	CM / M-1 / AV / GG3 / M2
West	Grazing soil	AG	AV

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To reinstate the Ag designations to continue farming the land since there is no conservation easements on the properties

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** None at this time

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building TBD divided by Parcel size TBD = FAR TBD %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☑No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. JNL **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. JNL **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 JNL **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 Refuse Collector 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: NA

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** Partially

****

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, Jacob Larson, 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. JNL

Signed, Sealed and Delivered
in our presence:

Rachel Bamy
Print Name: Rachel Bamy

Hailey Collinsworth
Print Name: Hailey Collinsworth

5 Iron LLC
a FL Limited Liability corporation.
By: Jacob N Larson
Print Name: Jacob N Larson
Title: Owner

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 20 day of September, 2023, by Jacob Larson who is personally known by me [ ] or who has produced FL DL, as identification and who did take an oath:

Angie M. King
Signature
Angie M. King
Print Name

ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Notary Public, State of Florida
My Commission Expires: 4/28/2025

DIVISION OF CORPORATIONS

SUNBIZ.ORG DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
5 IRON, LLC

Filing Information

Document Number	L10000022598
FEI/EIN Number	38-3810655
Date Filed	02/26/2010
Effective Date	02/19/2010
State	FL
Status	ACTIVE

Principal Address

17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Changed: 04/06/2017

Mailing Address

P O Box 2122
OKEECHOBEE, FL 34973

Changed: 04/06/2017

Registered Agent Name & Address

LARSON, JACOB N
17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Address Changed: 04/06/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

LARSON, JACOB N
17450 NW 203rd Ave
OKEECHOBEE, FL 34972

Title MGRM

OFFICIAL RECORDS FILE#. 1831786 OR BK 2551 PG 1859 PGS: 3
10/31/2016 12:03:19 PM REC FEES: $27.00 DEED DOC:$10500.00
D.C. STURNBULL ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

SF
27.00
10,500.00
1.00CF

This Instrument Prepared by and Return to:
Susie Burk
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, FL. 34972
Our File No.: **34749HI**
Property Appraisers Parcel Identification (Folio) Number: **C-17-36-33-010-0050-0010**

Florida Documentary Stamps in the amount of **$10,500.00** have been paid hereon.

_____ Space above this line for Recording Data _____

Warranty Deed

THIS WARRANTY DEED, made the **24th** day of **October, 2016** by

FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP,

whose post office address is **10,000 US HIGHWAY 98 NORTH, OKEECHOBEE, FLORIDA 34972** herein called the Grantors, to **5 IRON, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

whose post office address is **P.O. Box 2122, OKEECHOBEE, FL 34973,** hereinafter called the Grantees:

(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 corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of Ten dollars and 00/100 ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in HIGHLANDS County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.

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 Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2015.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Witness #3 Signature

Witness #3 Printed Name

Witness #4 Signature

Witness #4 Printed Name

FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP

(Seal)
LOUIS E. LARSON, JR., GENERAL PARTNER

(Seal)
GRACE ANN LARSON, GENERAL PARTNER

State of FLORIDA
County of OKEECHOBEE

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by LOUIS E. LARSON, JR. AND GRACE ANN LARSON, GENERAL PARTNERS OF FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP F/K/A FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP who are personally known to me or have produced D/L as identification.

SEAL

SYLVIA E BURK
Notary Public - State of Florida
Commission # FF 204270
My Comm. Expires Feb 26, 2019
Bonded through National Notary Assn.

Notary Public

Printed Notary Name

My Commission Expires:

File No.: **34749HI**

LTF

Exhibit "A"

A parcel of land situate in Sections 7, 8, 17 and 18, Township 36 South, Range 33 East, Highlands County, Florida, more particularly described as follows:

All that portion of the Southeast Quarter (SE 1/4) of said Section 7, Township 36 South, Range 33 East, Highlands County, Florida, lying South of State Road 700 (U.S. Hwy 98).

TOGETHER WITH:

All of the unnumbered lots in the Southwestern corner of said Section 8, Township 36 South, Range 33 East, Highlands County, Florida, less and except that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of a paved ingress and egress prescriptive roadway to Kissimmee River Shores, an unrecorded subdivision.

TOGETHER WITH:

All of the Northwest quarter (NW 1/4), and the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), and the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest quarter (SW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida, less Kissimmee River Shores, an unrecorded subdivision and less that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of said prescriptive roadway.

AND LESS, that certain parcel of land described in Official Records Book 585, page 977, of the Public Records of Highlands County, Florida, being described as follows:

The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida.

TOGETHER WITH:

All of the East one-half (E 1/2) of said Section 18, Township 36 South, Range 33 East, Highlands County, Florida, lying North of the Seaboard Systems Railroad.

LESS AND EXCEPT that parcel conveyed to Gagbee, Inc., a Florida corporation by Warranty Deed recorded in Official Records Book 2010, Page 317, of the Public Records of Highlands County, Florida;

FURTHER LESS AND EXCEPT the following tract number, to wit:

Tract No. 19-103-749

A parcel of land situate in Sections 17 and 20, Township 36 South, Range 33 East, Highlands County, Florida, being more particularly described as follows:

All that portion of the Southwest quarter of said Section 17 lying within 100 feet Northeasterly of the Northeasterly right of way line of the Seaboard Airline Railroad and lying Easterly of the Easterly right of way line of County Road 721.

TOGETHER WITH:

All that part of the Fort Bassinger Subdivision, according to the Plat thereof recorded in Plat Book 2, Page 138, Public Records of Highlands County, Florida, in said Section 20 lying Northeasterly of the Seaboard Airline Railroad Northeasterly right of way line.

JNL

JNL

DL

DL

RESOLUTION NO. 23-24-35

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-07-36-33-A00-0030-0000, C-08-36-33-A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, AND C-18-36-33-A00-0020-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-36-33-A00-0030-0000, C-08-36-33-A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, and C-18-36-33-A00-0020-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering agricultural objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-36-33-A00-0030-0000, C-08-36-33-A00-0050-0000, C-17-36-33-A00-0070-0000, C-17-36-33-A00-0090-0000, C-17-36-33-A00-0150-0000, and C-18-36-33-A00-0020-0000 and more particularly described together as:

> A parcel of land situate in Sections 7, 8, 17 and 18, Township 36 South, Range 33 East, Highlands County, Florida, more particularly described as follows:
>
> All that portion of the Southeast Quarter (SE 1/4) of said Section 7, Township 36 South, Range 33 East, Highlands County, Florida, lying South of State Road 700 (U.S. Hwy 98).
>
> TOGETHER WITH:
>
> All of the unnumbered lots in the Southwestern comer of said Section 8, Township 36 South, Range 33 East, Highlands County, Florida, less and except that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of a paved ingress and egress prescriptive roadway to Kissimmee River Shores, an unrecorded subdivision.
>
> TOGETHER WITH:
>
> All of the Northwest quarter (NW 1/4), and the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), and the West one-half (W 1/2) of the East one-half (E 1/2) of the Southwest quarter (SW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida, less Kissimmee River Shores, an unrecorded subdivision and less that portion lying Northeasterly of a line lying 16 feet Southwesterly of and parallel with the existing centerline of said prescriptive roadway.
>
> AND LESS, that certain parcel of land described in Official Records Book 585, page 977, of the Public Records of Highlands County, Florida, being described as follows: The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said Section 17, Township 36 South, Range 33 East, Highlands County, Florida.

TOGETHER WITH:

All of the East one-half (E 1/2) of said Section 18, Township 36 South, Range 33 East, Highlands County, Florida, lying North of the Seaboard Systems Railroad.

LESS AND EXCEPT that parcel conveyed to Gagbee, Inc., a Florida corporation by Warranty Deed recorded in Official Records Book 2010, Page 317, of the Public Records of Highlands County, Florida;

FURTHER LESS AND EXCEPT the following tract number, to wit:

Tract No. 19-103-749

A parcel of land situate in Sections 17 and 20, Township 36 South, Range 33 East, Highlands County, Florida, being more particularly described as follows:

All that portion of the Southwest quarter of said Section 17 lying within 100 feet Northeasterly of the Northeasterly right of way line of the Seaboard Airline Railroad and lying Easterly of the Easterly right of way line of County Road 721.

TOGETHER WITH:

All that part of the Fort Bassinger Subdivision, according to the Plat thereof recorded in Plat Book 2, Page 138, Public Records of Highlands County, Florida, in said Section 20 lying Northeasterly of the Seaboard Airline Railroad Northeasterly right of way line.

is hereby changed from Conservation/Management Lands District, CM, to Agricultural District, AU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Agricultural District, AU.

C. At the time of development on the Property, the Property Owner, or a representative thereof may be required to submit a traffic study and/or such other requirements imposed during the development review process.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2142, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 23-24-05, adopting a small-scale comprehensive plan amendment, CPA-23-625SS, changing the land use designation on the Property from Conservation/Management Lands, CM, to Agriculture, AG.

DONE AND ADOPTED, this ___ day of _____, 202_.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-628SS, for an approximate 3.07-acre parcel, from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for an approximate 3.07-acre parcel, to change the Future Land Use Map from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P). The parcel is used for a City of Sebring Water Treatment Plant (WTP) which provides potable water to the Country Club of Sebring development. The Applicant is proposing to utilize the property to install a 100-foot repeater tower to support necessary infrastructure improvements to improve upon the City's current meter reading system. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations, and ultimately the City's utility billing system.

There is a companion request for a zoning change from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), P&Z 2144.

The Planning and Zoning Commission recommended approval of CPA-23-628SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-06, CPA-23-628SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.07-acre parcel from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-23-628SS 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-23-628SS for BCC City of Sebring.pdf
Application CPA-23-628SS City of Sebring.pdf
Ordinance CPA-23-628S City of Sebring.pdf
Ordinance Fiscal Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/19/2023
Case Number: CPA-23-628SS	**Case Name:** City of Sebring Water Treatment Plant AMI Expansion
Agent: Bob Boggus, City of Sebring	**Property Owners:** City of Sebring
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 3.07-acre parcel, from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P)

General Location: An approximate 3.07-acre parcel located in the Prairie Oaks Unrecorded Subdivision, on the north side of Haw Branch Road, approximately 0.22 miles west of CR 635, 2.59 miles north of SR 66, and 1.41 miles south of Hammock Road; the address being 3015 Haw Branch Road, Sebring

PARCEL ID: C-09-35-28-010-0030-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 23-24-06, CPA-23-628SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.07-acre parcel from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-23-628SS 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-23-628SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.07-acre parcel from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-23-628SS 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 November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER CPA-23-628SS – CITY**

OF SEBRING, C/O BOB BOGGUS An approximate 3.07-acre parcel located in the Prairie Oaks Unrecorded Subdivision, on the north side of Haw Branch Road, approximately 0.22 miles west of CR 635, 2.59 miles north of SR 66, and 1.41 miles south of Hammock Road; the address being 3015 Haw Branch Road, Sebring; and abbreviated legal description as follows: An approximate 3.07-acre parcel located in Section 9, Township 35 South, Range East, Highlands County, Florida. Mrs. Hunnicutt and Staff clarified the missing Range number is Range 28 East.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received in favor or against the request. Four (4) members of the audience spoke; one (1) asked for clarification on whether there are plans to modify or change the use of the property and the Agent confirmed there are plans to apply for an electronic meter reading tower; three (3) members of the audience noted concerns including wetlands, the proposed tower, its overall height and design, safety hazards for surrounding properties, and access to the subject property. The Agent addressed all questions and clarified the current request is for consistent land use and zoning designations with future intentions to apply for a tower.

Motion by Mr. Roberts and seconded by Ms. Pipal to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-628SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.07-acre parcel from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-23-628SS 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 6-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 3.07-acre parcel, from RH to P.

   The parcel is used for a City of Sebring Water Treatment Plant (WTP) which provides potable water to the Country Club of Sebring development.

   The Applicant is proposing to utilize the property to install a 100-foot repeater tower to support necessary infrastructure improvements to improve upon the City's current meter reading system. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations, and ultimately the City's utility billing system.

There is a companion request for a zoning change from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), P&Z 2144.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Municipal Water Treatment Plant	RH	I-2 CU
Adjacent Property to the North	Country Club of Sebring (CCS) Golf Course	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the South	Single-Family Residences (SFR)	RH	R-3 FUD (Multi-Family Dwelling Including Motel and Hotel District with a Flexible Unit Development)
Adjacent Property to the East	CCS Golf Course	AG	AU
Adjacent Property to the West	Multiple-Family Residences (MFR) & Maintenance/Storage Garage	RH	R-3 FUD & I-2 CU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH) and Policy 1.2.D.5, Public/Quasi-Public Facility and Institutional Lands (P).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.252: Industrial District (I-2), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.292: Conditional Use District (CU).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY:

Policy 1.2, Land Use Categories, Densities, and Intensities:

D. Land Use Categories:

5. Public/Quasi-Public Facility and Institutional Lands: (abbreviation = P):

This land use category encompasses all lands in public ownership that are used for public airports, recreation, athletic sports, stadiums, public schools, college & university campuses, military training and management, flood control, sanitary landfill, public potable water and public wastewater treatment plants, civic buildings, and government activities…

c. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use…

Infrastructure Element

OBJECTIVE 6: SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY TO ENSURE SUFFICIENT POTABLE WATER CAPACITY IS AVAILABLE TO RESIDENTIAL AND NON-RESIDENTIAL USERS CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN

Department Analysis and Comments of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division.

3. The following Departments, Divisions, and Agencies did not respond: Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 115 feet.
2. **Soils:** The soils underlying the site are *Satellite Sand and Basinger Fine Sand.* The available water capacity for Satellite Sand is very low, with a very rapid permeability. Depth to the water table is between 12 to 40 inches for 2 to 6 months. This soil is nearly level, and somewhat poorly drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil. The available water capacity for Basinger Fine Sand is low and permeability is rapid. The water table is within 12 inches of the surface for 2 to 5 months during the summer rainy season. Generally, it is between depths of 12 and 40 inches for 6 months or more. This soil has severe limitations for most urban uses but can be mitigated with improved drainage systems.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site retains native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is a water treatment plant for central water facility provisions for the Country Club of Sebring.
2. **Vesting Rights:** V-91-018.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of RH.
4. **Proposed FLUM Designation:** The proposed FLUM designation is P.
5. **Current FLUM Population Yield:** The current FLUM does not allow for any residential development because of a previously issued binding letter of vested rights, adopted by local ordinance, appropriating specific areas for certain uses according to a Master Plan. The subject property is allocated its current use of a WTP, hence the existing zoning designation.
6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum intensity of 1.00 FAR but would be limited to 0.30 FAR due to the proposed zoning designation which allows a maximum of 0.30 FAR for uses not fronting on US 27.
7. **The Applicant's proposed development program:** The Applicant is proposing to change the FLUM and Zoning designations to accommodate the placement of a repeater tower for meter readings in support of the existing public utility.

C. Special Designated Areas:

1. **Environmental Protection:** The development has been granted environmental clearance through the vesting process (Ordinance No. 91-18), resulting in protected habitats identified and preserved through easement dedication. Pursuant to Natural Resource Element Policy 3.3.

of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.

2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X" for areas located outside the Special Flood Hazard Areas (SFHA), and a flood zone designation of "A" for areas located within the SFHA, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0210C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ.
6. **Wellhead Protection Zones:** The property is located within both the 200-foot Zone of Exclusion and 600-foot Zone of Control, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The primary function of this property is for public water supply.
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:** N/A.
2. **Central Wastewater:** N/A.
3. **Solid Waste:** N/A.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Haw Branch Road.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** N/A.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: The project development will not generate student impacts.

G. Airports: The subject property is located approximately 9.8 miles south of the Avon Park Executive Airport and 10.7 miles west of the Sebring Regional Airport.

H. Fundamental Planning Analysis Ref. Comprehensive Plan:
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

The installation of a repeater tower to support the existing WTP will not impact natural resources; it is not necessarily directed for economic growth but rather infrastructure improvements.

(2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

The installation of a repeater tower to support the existing WTP and upgrade the existing meter reading system provides for more efficient meter data transmission. This indicator is directly supported with this FLUM amendment.

(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:

This indicator does not apply.

(4) Promotes conservation of water and energy:

Albeit indirectly, improving upon the meter reading system may contribute to better monitoring which supports efficient public management of utilities to conserve water and energy.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This indicator does not apply.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

This indicator does not apply.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

This indicator does not apply.

(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 does not apply.

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 proposed Small Scale Comprehensive Plan Amendment.

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 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-23-628SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.07-acres from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-23-628SS 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:

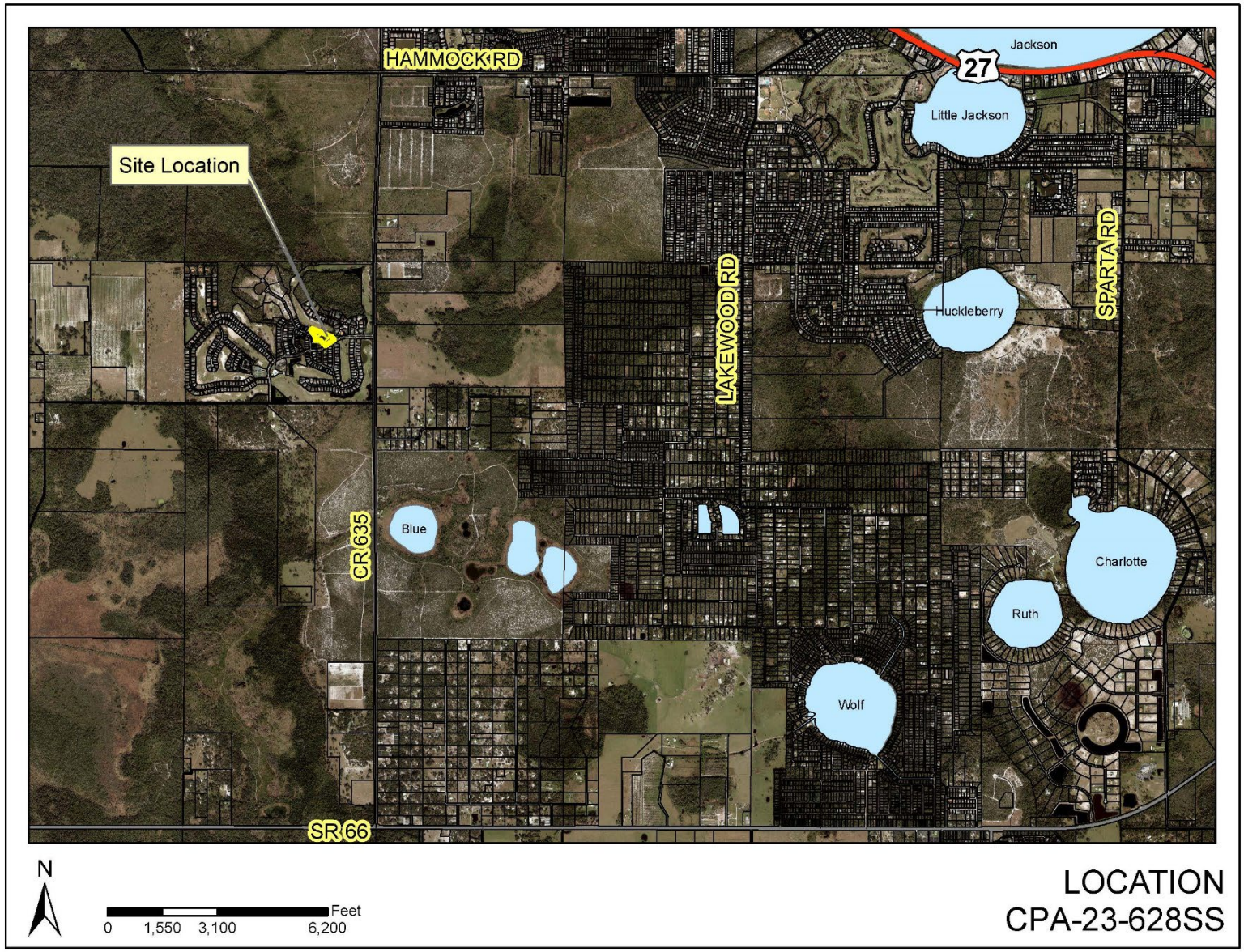

HAMMOCK RD
Jackson
27
Little Jackson
Site Location
LAKEWOOD RD
SPARTA RD
Huckleberry
CR 635
Blue
Charlotte
Ruth
Wolf
SR 66
N
0
1,550
3,100
6,200
Feet
LOCATION
CPA-23-628SS

Exhibit 2:

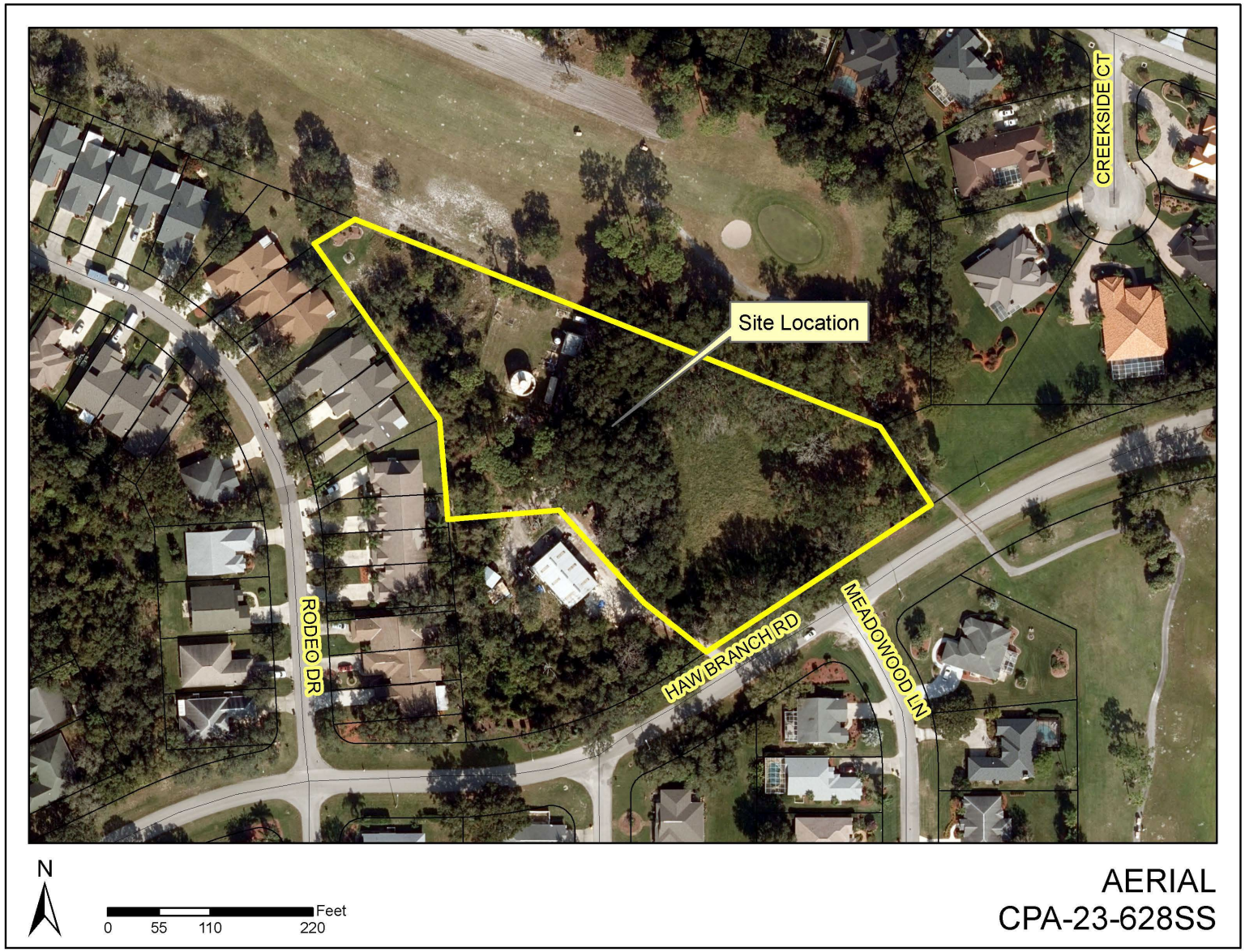

CREEKSIDE CT
Site Location
RODEO DR
HAW BRANCH RD
MEADOWOOD LN
N
0
55
110
220
Feet
AERIAL
CPA-23-628SS

Exhibit 3:

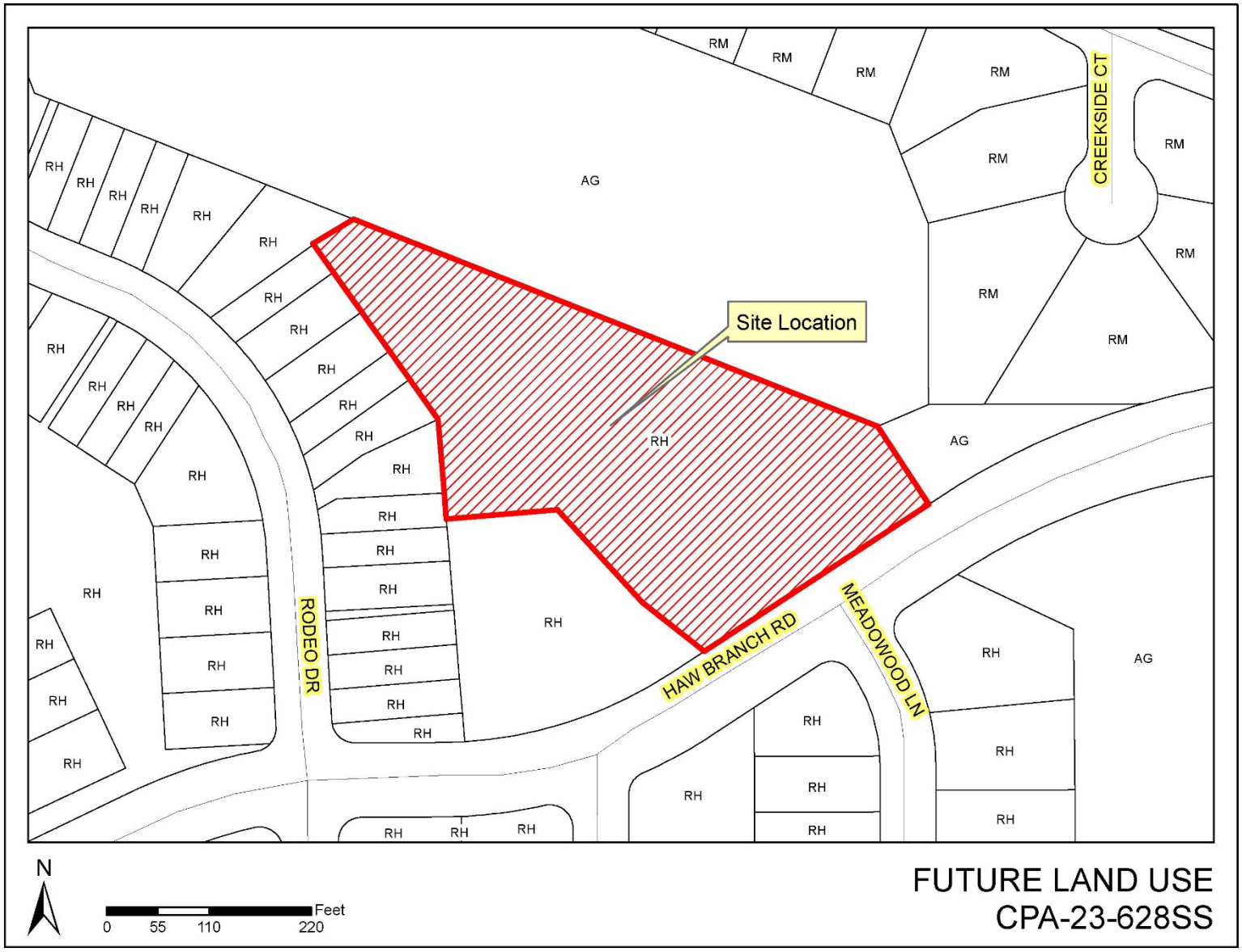
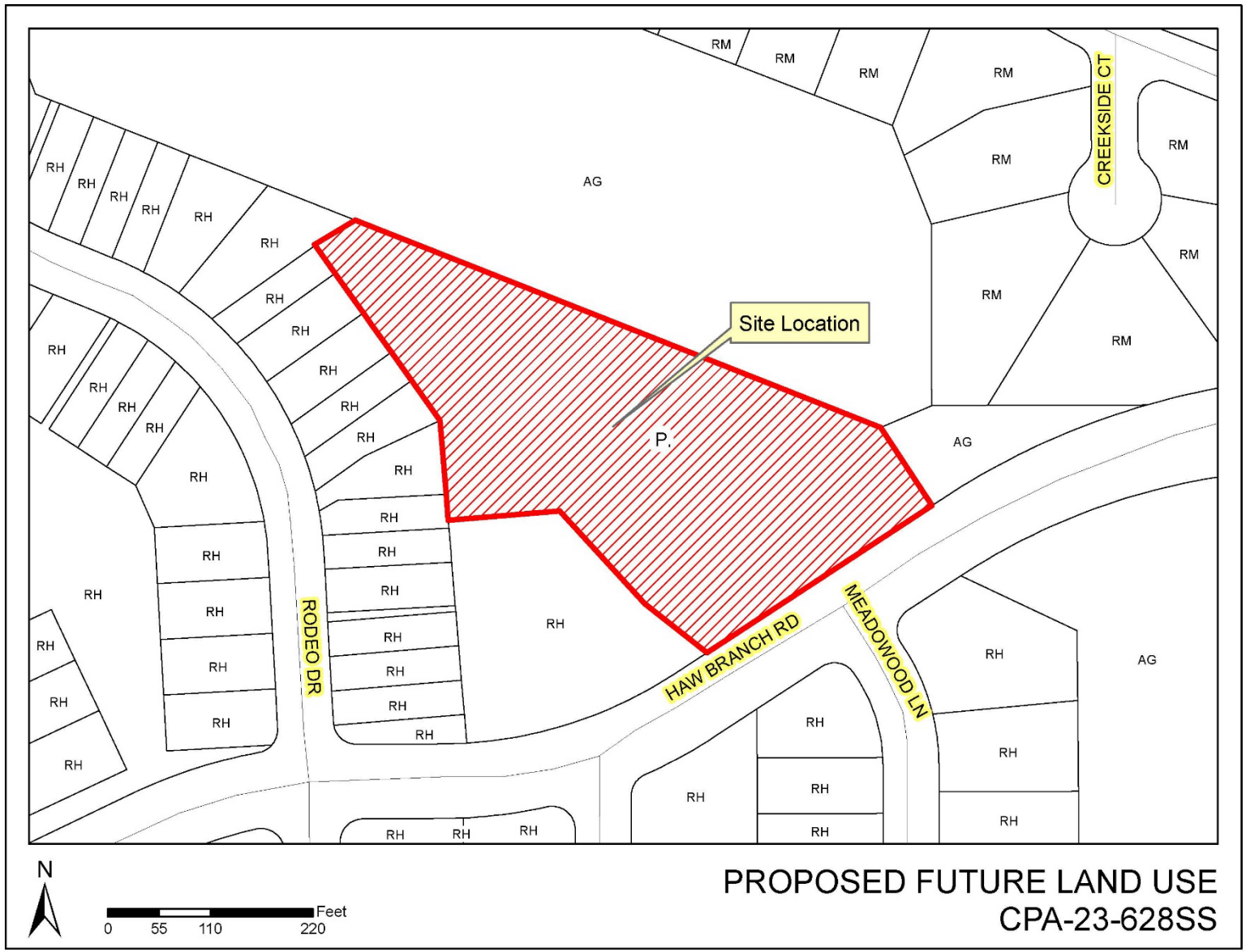

Site Location
RODEO DR
HAW BRANCH RD
MEADOWOOD LN
CREEKSIDE CT
RH
RM
AG
N
0 55 110 220 Feet
FUTURE LAND USE
CPA-23-628SS

Exhibit 4:


RM
RM
RM
RM
CREEKSIDE CT
RM
RM
RM
RM
RM
AG
RH
RH
RH

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: Residential High Change to: Public/Quasi-Public

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 2 3 - 6 2 8 (SS)/LS **Date of Application:** 9/22/2023

Amount of Fee: $ 1,500.00 **Tax Map No.:** 28-C project # 23090019 receipt # 450000001336

Hearing Dates: P&Z 11 / 14 / 2023 BOCC 12 / 19 / 2023

This application has been reviewed for completeness and determined sufficient.

Rachel Berry 9/25/2023
Signed: Planning and Zoning Manager **Date**
Interim

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-09-35-28-010-0030-0000 **STRAP No. C-**___-___-___-___-____-_____-_____

STRAP No. C-___-___-___-___-____-_____-_____ **STRAP No. C-**___-___-___-___-____-_____-_____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Scott Noethlich, City of Sebring City Manager

   Mailing Address: 368 S Commerce Avenue, Sebring, FL 33870

   Daytime Telephone No. (863) 471-5100 **E-Mail Address:** scottnoethlich@mysebring.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: _____

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

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:
   The property includes the City of Sebring's water treatment plant. The current FLU and zoning do not match. The City requests a change to Public/Quasi Public Facility and Institutional Lands to recognize the existing use and to have coordinated FLU and Zoning.

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) Infrastructre Goal 4
   b. Objective(s) FLU Objective 1.1, policy (B)(5)(a); INF Objective 6
   c. Policy(ies) FLU Policy .2(D)(5); INF Policy 6.5

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.
   PRAIRIE OAKS UNREC SUB, PARCEL 3-WATER PLANT OR Book 2532 Page 544
   See attached Deed and Legal Description

6. **Street Address(es) of Property Covered by the Application**:
   3015 Haw Branch Road

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: _____

8. **Existing Zoning District:** I2 **Existing Future Land Use Classification:** RH

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   The property includes the City of Sebring's water treatment plan that provides potable water to the residents of the Country Club of Sebring.

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)
There are no buildings, but the site includes a Water Treatment Plant that provides potable water to the residents of the Country Club of Sebring
If multiple units, the number of dwellings per building: n/a

11. **Existing Property Information:** Size of Property (width) 291.7 feet, (depth) 633.2 feet, road frontage 291.7 feet, water frontage 0 feet, **Total acres:** 3.07

If different from the total acreage, the developable portion is _____ +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:
_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Golf Course	AG	AU
South	residential	RH	R3FUD
East	Golf Course	AG	AU
West	Golf Course & residential	RH	I2CU and R3

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** n/a

16. **Residential Density:** The proposed density is n/a units per acre.

17. **Intensity:** The proposed intensity is n/a square feet at n/a 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** N/A
If yes, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☐ **No** N/A
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

21. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

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

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Scott Noethlich, 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. BSN

Scott Noethlich
Print Name of Owner

BSN Scott Noethlich
Signature of Owner

368 S ~~Commonwealth~~ Commerce Ave Sebring 33870
Address: Number and Street (P.O. Box)

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 22nd day of September, 2023 by Scott Noethlich who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Kim Shands
Signature

Kim Shands
Print Name

KIM SHANDS
MY COMMISSION # HH 063498
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
My Commission Expires: 12/7/24

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 (LOTA) 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

N/A
Reviewer's Signature Date

JDM 9/22/23
County Engineer's Signature Date

OFFICIAL RECORDS FILE#: 1817128 OR BK 2532 PG 544 PAGES: 3 6/9/2016 3:27:39 PM
REC FEES: $27.00 DEED DOC:$0.70 D.C. DLATIMER ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

Prepared by and return to:
Robert S. Swaine, Esq.
Attorney at Law
Swaine & Harris, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549
File Number: **0571-119 CCU**
Will Call No.:



Parcel Identification No.

27.00
.70

[Space Above This Line For Recording Data]

Corrective Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 8 day of **June, 2016** between **Country Club Utilities, Inc., a Florida corporation** whose post office address is **3035 Wynstone Drive, Sebring, FL 33875** of the County of **Highlands**, State of **Florida**, grantor*, and **City of Sebring, a Florida municipal corporation** whose post office address is **368 South Commerce Avenue, Sebring, FL 33870** of the County of **Highlands**, State of **Florida**, grantee*,

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:

Parcel 1:

BEGIN at the Northeast Corner of Lot 87 of FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per plat recorded in Plat Book 15, Page 56, of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.76 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 482.54 feet; thence South 55 degrees 03 minutes 02 seconds East a distance of 90.19 feet; thence North 40 degrees 54 minutes 05 seconds East a distance of 215.63 feet; thence South 85 degrees 37 minutes 40 seconds East a distance of 44.66 feet; thence South 55 degrees 03 minutes 02 seconds East a distance of 241.33 feet; thence South 21 degrees 01 minute 50 seconds East a distance of 326.90 feet; thence South 41 degrees 29 minutes 38 seconds East a distance of 126.94 feet to a point on a non tangent curve to the left having a radius of 280.00 feet, a central angle of 03 degrees 09 minutes 20 seconds and a chord bearing of South 61 degrees 53 minutes 00 seconds West 15.42 feet; thence Southwesterly along the arc a distance of 15.42 feet; thence North 41 degrees 29 minutes 38 seconds West a distance of 124.90 feet to the POINT OF BEGINNING

Parcel #C093528-01000310000

LESS AND EXCEPT THE FOLLOWING:

Begin at the Northeast Corner of Lot 87, of FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per plat recorded in Plat Book 15, page 56 of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.78 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 81.12 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 269.13 feet; thence North 00 degrees 47 minutes 25 seconds West a distance of 60.80 feet; thence South 89 degrees 17 minutes 38 seconds East a distance of 294.24 feet to the POINT OF BEGINNING.

Parcel 2:

A Portion of the North Three-fourths of Section 9, Township 35 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: COMMENCE at the Southeast Corner of the N 3/4 of said Section 9; thence North 89 degrees 55 minutes 17 seconds West along the North Line of said Section 9, 50.00 feet to a point located on the West right of way line of County Road 635; thence North 00 degrees 00 minutes 00 seconds East and along said right of way line 1605.53 feet; thence North 90 degrees 00 minutes 00 seconds West 1322.12 feet for the POINT OF BEGINNING; thence North 51 degrees 26 minutes 09 seconds West a distance of 84.90 feet; thence North 42 degrees 19 minutes 05 seconds West a distance of 134.91 feet; thence South 85 degrees 27 minutes 58 seconds West a distance of 120.00 feet; thence North 04 degrees 32 minutes 02 seconds West a distance of 106.24 feet; thence North 35 degrees 15 minutes 58 seconds West a distance of 232.86 feet; thence North 59 degrees 10 minutes 13 seconds East a distance of 51.57 feet; thence South 68 degrees 13minutes 56 seconds East a distance of 606.00 feet; thence South 33 degrees 00 minutes 00 seconds East a distance of 100.00 feet; thence South 57 degrees 00 minutes 00 seconds West a distance of 288.38 feet to the POINT OF BEGINNING.

Parcel #C093528-01000300000

Parcel 3:

A portion of Section 9, Township 35 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: COMMENCE at the Northeast Corner of Lot 87 of FIRST REPLAT OF PRAIRIE OAKS PRASE 1, as per plat recorded in Plat Book 15, Page 56, of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.76 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 482.54 feet to the POINT OF BEGINNING; thence continue North 00 degrees 00 minutes 00 seconds East a distance of 83.11 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 190.69 feet; thence South 40 degrees 54 minutes 05 seconds West a distance of 178.32 feet; thence North 55 degrees 02 minutes 52 seconds West, a distance of 90.19 feet to the POINT OF BEGINNING.

Parcel #C093528-01000800000

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

THIS DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTION OF PARCEL 1 IN THE DEED FROM COUNTRY CLUB UTILITIES, INC. TO THE CITY OF SEBRING, DATED MAY 18, 2016, FILED MAY 19, 2016 AND RECORDED IN OFFICIAL RECORDS BOOK 2529, PAGE 774, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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: Robert S. Swaine

Country Club Utilities, Inc.

By: R. Greg Harris, President

(Corporate Seal)

Witness Name: NICOLINA M Smith

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 8 day of June, 2016 by R. Greg Harris of Country Club Utilities, Inc., 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

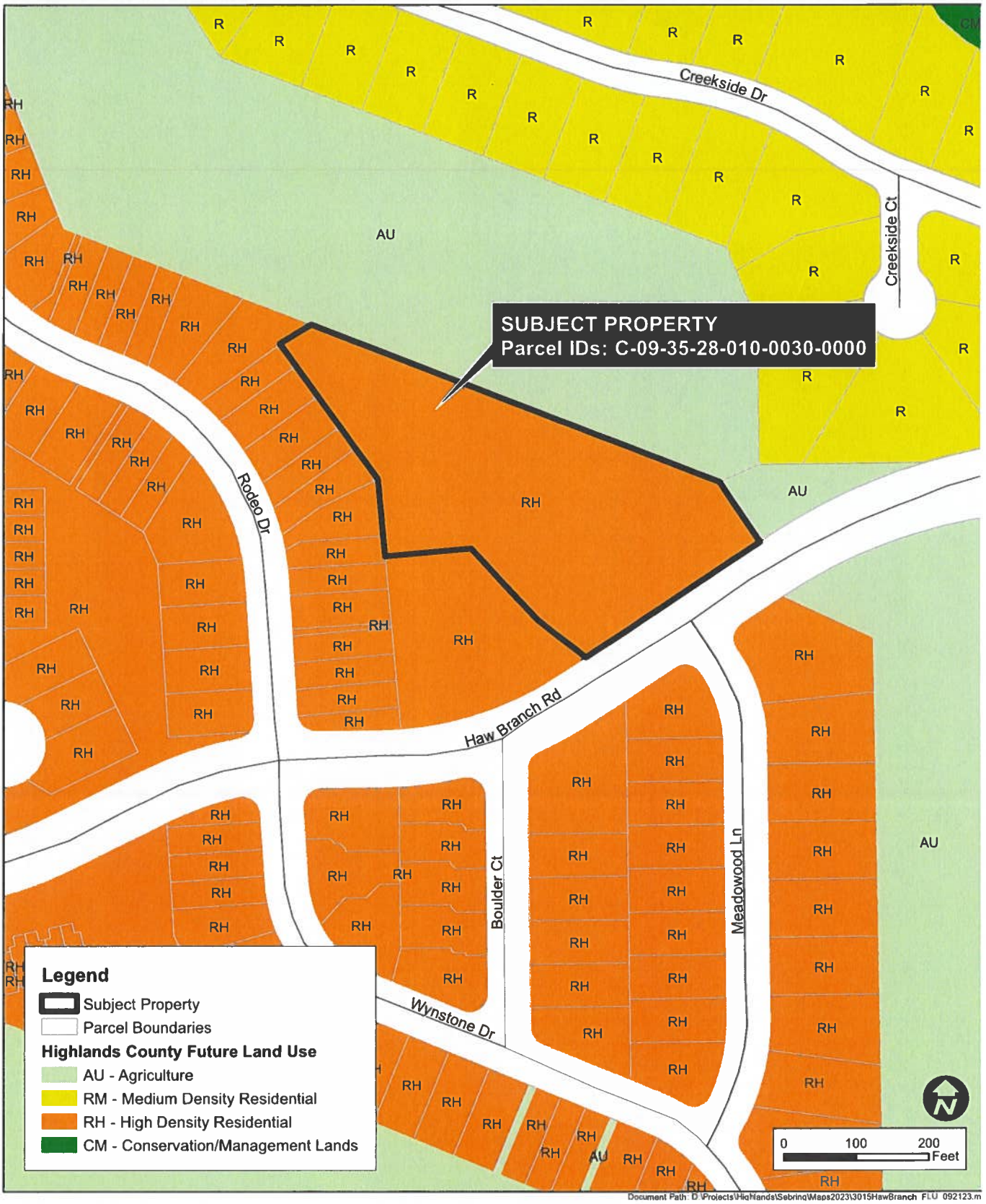
Printed Name:

My Commission Expires:

NICOLINA M. SMITH
MY COMMISSION # FF 033282
EXPIRES: September 30, 2017
Bonded Thru Notary Public Underwriters

DoubleTime®

Highlands County
Future Land Use Map



JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

September 22, 2023

To Whom It May Concern,

This letter is to advise that Parcel Number C-09-35-28-010-0030-0000 is owned by the City of Sebring and is the location of a City owned Water Treatment Plant (WTP). This parcel has the street address of 3015 Haw Branch Road. The WTP along with an interconnecting 12" water main provides potable water to the residents of the County Club of Sebring.

The City of Sebring Council has approved a pilot project to convert the City's meter reading system from a drive-by (AMR) to a fixed based (AMI) system. As a component of the AMI infrastructure, a 100-foot repeater tower is required. This tower will be located at the City's WTP located at 3015 Haw Branch Road. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations and ultimately to the City's Utility Billing System. The tower does not require water or wastewater services. By design, this tower cannot be used for any other purpose than previously explained.

Please let me know if you have any questions or need additional information regarding the proposed project.

Best regards,

Bob Boggus
Utilities Director

ORDINANCE NO. 23-24-06

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-09-35-28-010-0030-0000; 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 the Highlands County Board of County Commissioners 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-09-35-28-010-0030-0000 ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on November 14, 2023, to review the small-scale amendment to the Property, identified by CPA-23-628SS, 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-23-628SS 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-23-628SS, 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-23-628SS, 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-23-628SS; 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-23-628SS, 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-23-628SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-09-35-28-010-0030-0000, consisting of approximately 3.07 acres and more particularly described together as:

> A Portion of the North Three-fourths of Section 9, Township 35 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: COMMENCE at the Southeast Corner of the N 3/4 of said Section 9; thence North 89 degrees 55 minutes 17 seconds West along the North Line of said Section 9, 50.00 feet to a point located on the West right of way line of County Road 635; thence North 00 degrees 00 minutes 00 seconds East and along said right of way line 1605.53 feet; thence North 90 degrees 00 minutes 00 seconds West 1322.12 feet for the POINT OF BEGINNING; thence North 51 degrees 26 minutes 09 seconds West a distance of 84.90 feet; thence North 42 degrees 19 minutes 05 seconds West a distance of 134.91 feet; thence South 85 degrees 27 minutes 58 seconds West a distance of 120.00 feet; thence North 04 degrees 32 minutes 02 seconds West a distance of 106.24 feet; thence North 35 degrees 15 minutes 58 seconds West a distance of 232.86 feet; thence North 59 degrees 10 minutes 13 seconds East a distance of 51.57 feet; thence South 68 degrees 13 minutes 56 seconds East a

distance of 606.00 feet; thence South 33 degrees 00 minutes 00 seconds East a distance of 100.00 feet; thence South 57 degrees 00 minutes 00 seconds West a distance of 288.38 feet to the POINT OF BEGINNING.

is hereby changed from “High Density Residential” to “Public/Quasi-Public Facility and Institutional Lands”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Public/Quasi-Public Facility and Institutional Lands.

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-23-628SS, 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 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Fiscal Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-06

ORDINANCE TITLE: CPA-23-628SS

DEPARTMENT: Development Services

MEETING DATE: December 19, 2023

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:

X 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: December 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel, from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 3.07-acre parcel, from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P). The parcel is used for a City of Sebring Water Treatment Plant (WTP) which provides potable water to the Country Club of Sebring development. The Applicant is proposing to utilize the property to install a 100-foot repeater tower to support necessary infrastructure improvements to improve upon the City's current meter reading system. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations, and ultimately the City's utility billing system.

There is a companion request for a FLUM amendment from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), CPA-23-628SS.

The Planning and Zoning Commission recommended approval of P&Z 2144 as presented

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-36, P&Z 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2144 for BCC City of Sebring.pdf
Application P&Z 2144 City of Sebring.pdf
Resolution P&Z 2144 City of Sebring.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/19/2023
Case Number: P&Z 2144	**Case Name:** City of Sebring Water Treatment Plant AMI Expansion
Agent: Bob Boggus, City of Sebring	**Property Owners:** City of Sebring
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 3.07-acre parcel, from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P).

General Location: An approximate 3.07-acre parcel located in the Prairie Oaks Unrecorded Subdivision, on the north side of Haw Branch Road, approximately 0.22 miles west of CR 635, 2.59 miles north of SR 66, and 1.41 miles south of Hammock Road; the address being 3015 Haw Branch Road, Sebring

PARCEL ID: C-09-35-28-010-0030-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-36, P&Z 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), 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 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "D. HEARING NUMBER P&Z 2144 – CITY OF SEBRING, C/O BOB BOGGUS** An approximate 3.07-acre parcel located in the Prairie Oaks Unrecorded Subdivision, on the north side of Haw Branch Road, approximately 0.22 miles west of CR 635, 2.59 miles north of SR 66, and 1.41

miles south of Hammock Road; the address being 3015 Haw Branch Road, Sebring; and abbreviated legal description as follows: An approximate 3.07-acre parcel located in Section 9, Township 35 South, Range East, Highlands County, Florida.

The Applicant is requesting a zoning change from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received, and no one spoke in favor or against the request.

Motion by Mr. Roberts and seconded by Ms. Pipal to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2144, changing the Official Zoning Atlas for an approximate 3.07-acre parcel from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 3.07-acre parcel, from I-2 CU to P.

The parcel is used for a City of Sebring Water Treatment Plant (WTP) which provides potable water to the Country Club of Sebring development.

The Applicant is proposing to utilize the property to install a 100-foot repeater tower to support necessary infrastructure improvements to improve upon the City's current meter reading system. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations, and ultimately the City's utility billing system.

There is a companion request for a FLUM amendment from High Density Residential (RH) to Public/Quasi-Public Facility and Institutional Lands (P), CPA-23-628SS.

2. Notices to Surrounding Property Owners.

On October 18, 2023, notices were mailed to 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:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Municipal Water Treatment Plant	RH	I-2 CU
Adjacent Property to the North	Country Club of Sebring (CCS) Golf Course	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the South	Single-Family Residences (SFR)	RH	R-3 FUD (Multi-Family Dwelling Including Motel and Hotel District with a Flexible Unit Development)
Adjacent Property to the East	CCS Golf Course	AG	AU
Adjacent Property to the West	Multiple-Family Residences (MFR) & Maintenance/Storage Garage	RH	R-3 FUD & I-2 CU

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH) and Policy 1.2.D.5, Public/Quasi-Public Facility and Institutional Lands (P).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.252: Industrial District (I-2), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.292: Conditional Use District (CU).

Department Analysis and Comments of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Natural Resources Division.

3. **The following Departments, Divisions, and Agencies did not respond:** Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 115 feet.
2. **Soils:** The soils underlying the site are *Satellite Sand and Basinger Fine Sand.* The available water capacity for Satellite Sand is very low, with a very rapid permeability. Depth to the water table is between 12 to 40 inches for 2 to 6 months. This soil is nearly level, and somewhat poorly drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil. The available water capacity for Basinger Fine Sand is low and permeability is rapid. The water table is within 12 inches of the surface for 2 to 5 months during the summer rainy season. Generally, it is between depths of 12 and 40 inches for 6 months or more. This soil has severe limitations for most urban uses but can be mitigated with improved drainage systems.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site retains native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a water treatment plant for central water facility provisions for the Country Club of Sebring.
2. **Vesting Rights:** V-91-018.
3. **Current Zoning Designation:** The site has a zoning designation of I-2 CU.
4. **Proposed Zoning Designation:** The proposed zoning designation is P.
5. **Current Zoning Intensity:** The previously issued binding letter of vested rights, adopted by local ordinance, appropriated specific areas for certain uses according to a Master Plan. The subject property is allocated its current use of a WTP, hence the existing zoning designation. The current zoning would allow up to 1.00 FAR, however, the existing zoning does not allow for any improvements beyond what is allowed within the current CU district, meaning the property cannot be further improved at this time.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum intensity of 0.30 FAR for uses not fronting on US 27.
7. **The Applicant's proposed development program:** The Applicant is proposing to change the FLUM and Zoning designations to accommodate the placement of a repeater tower for meter readings in support of the existing public utility.

C. Special Designated Areas:

1. **Environmental Protection:** The development has been granted environmental clearance through the vesting process (Ordinance No. 91-18), resulting in protected habitats identified and preserved through easement dedication. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X" for areas located outside the Special Flood Hazard Areas (SFHA), and a flood zone designation of "A" for areas located within the SFHA, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0210C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ.
6. **Wellhead Protection Zones:** The property is located within both the 200-foot Zone of Exclusion and 600-foot Zone of Control, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The primary function of this property is for public water supply.
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:** N/A.
2. **Central Wastewater:** N/A.
3. **Solid Waste:** N/A.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Haw Branch Road.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** N/A.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: The project development will not generate student impacts.

G. Airports: The subject property is located approximately 9.8 miles south of the Avon Park Executive Airport and 10.7 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2144, changing the Official Zoning Atlas for an approximate 3.07-acres from Industrial District with a Conditional Use (I-2 CU) to Public and Quasi-Public Lands District (P), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:
Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

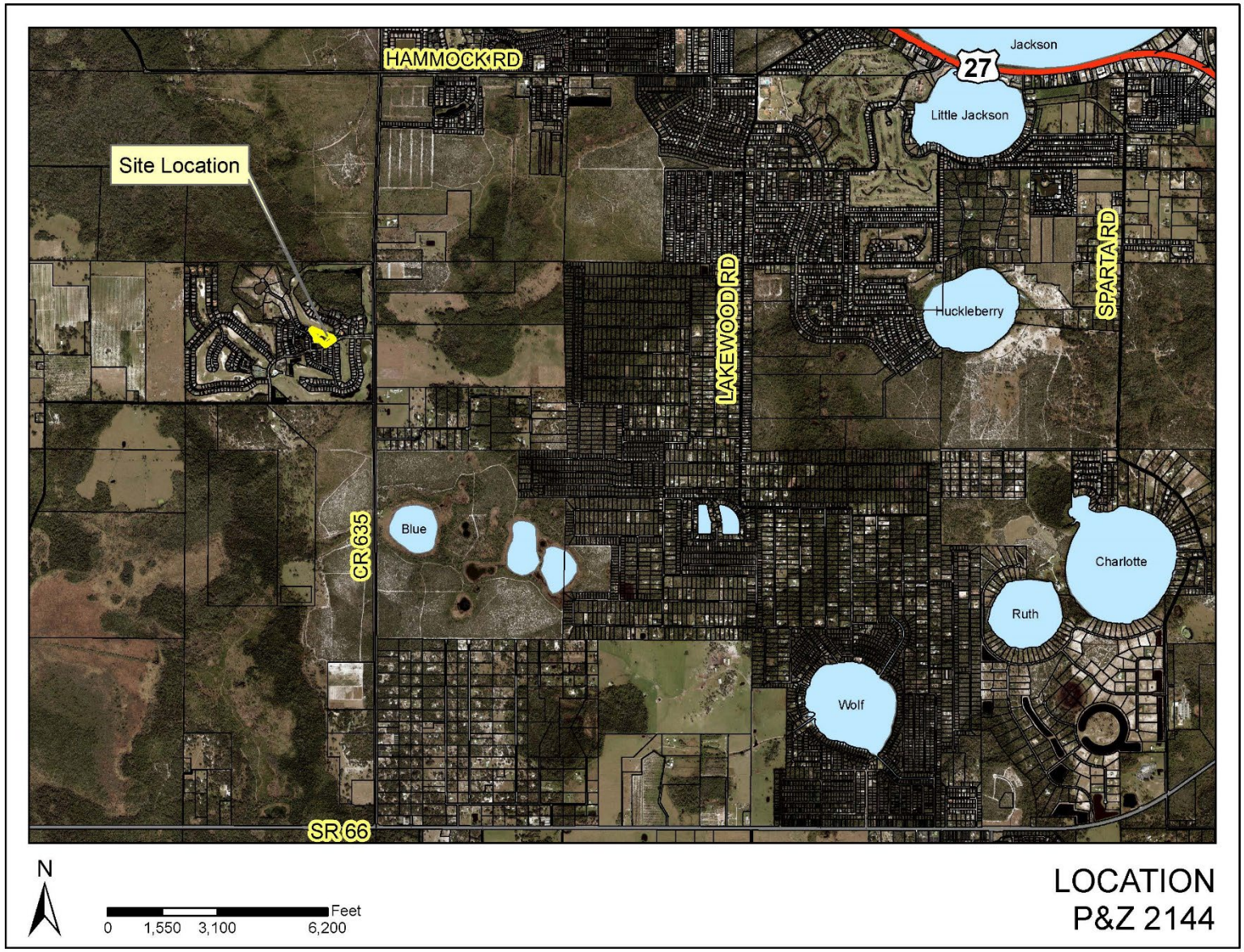

HAMMOCK RD
Jackson
27
Little Jackson
Site Location
LAKEWOOD RD
SPARTA RD
Huckleberry
CR 635
Blue
Charlotte
Ruth
Wolf
SR 66
N
0
1,550
3,100
6,200
Feet
LOCATION
P&Z 2144

Exhibit 2:

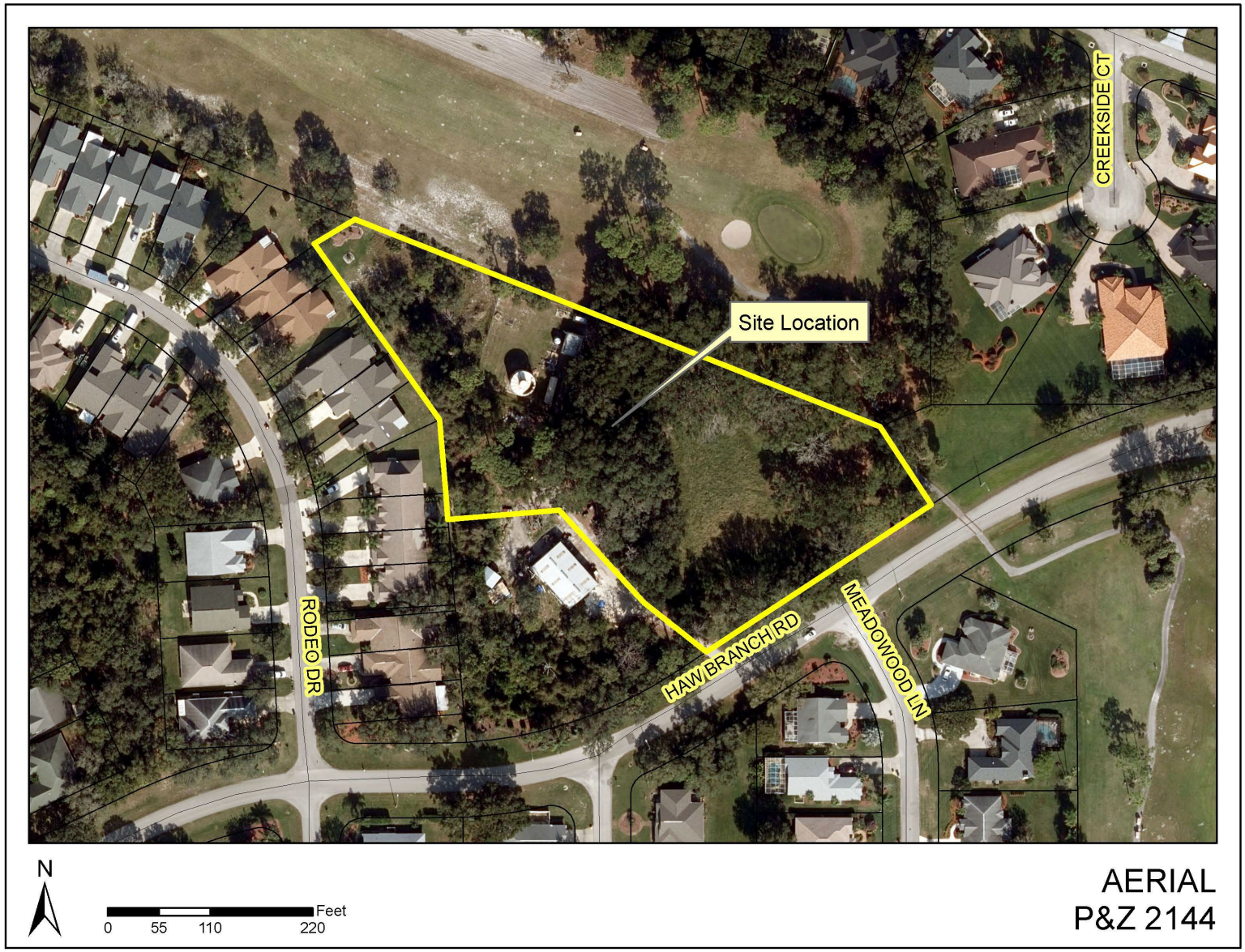

CREEKSIDE CT
Site Location
RODEO DR
HAW BRANCH RD
MEADOWOOD LN
N
0
55
110
220
Feet
AERIAL
P&Z 2144

Exhibit 3:

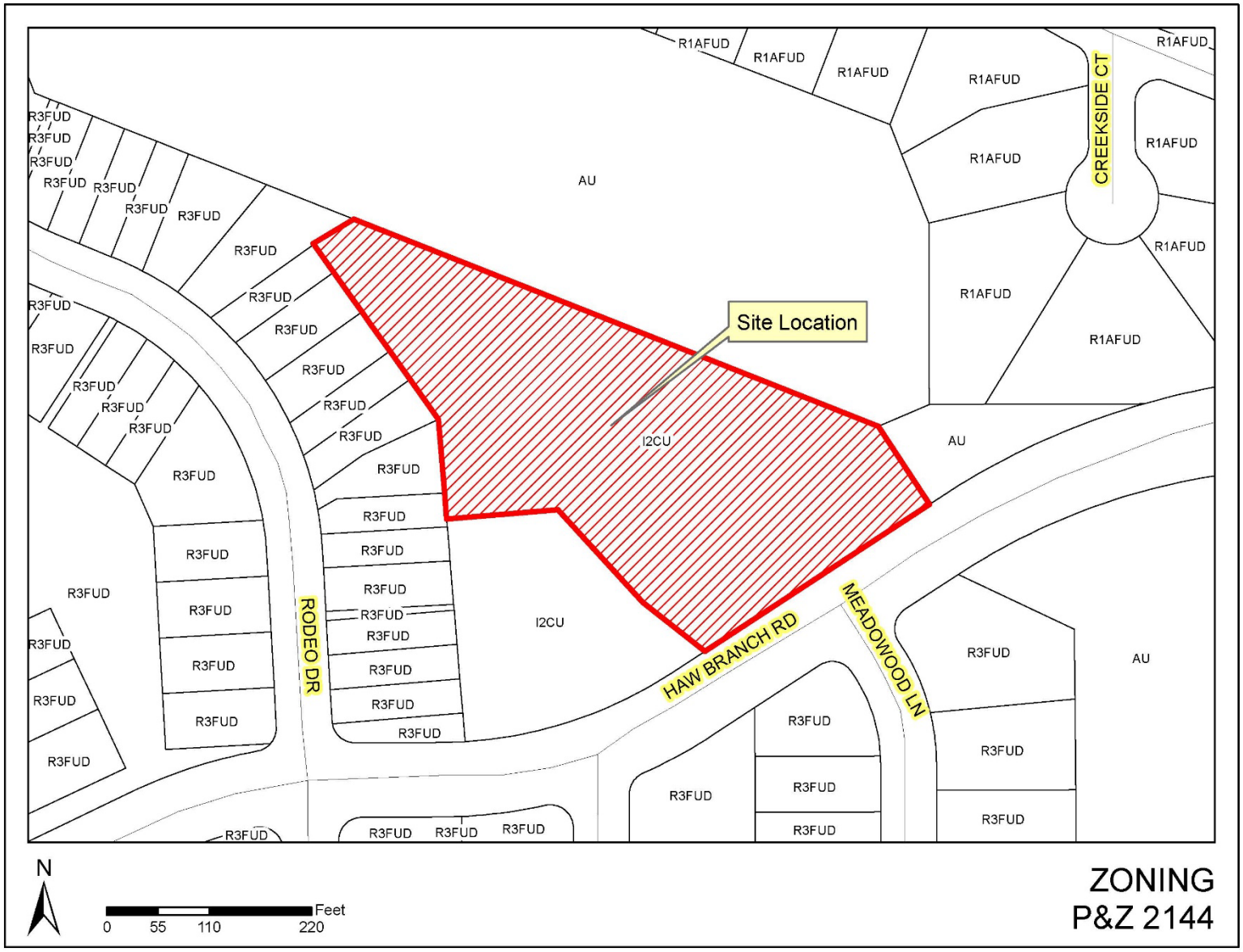
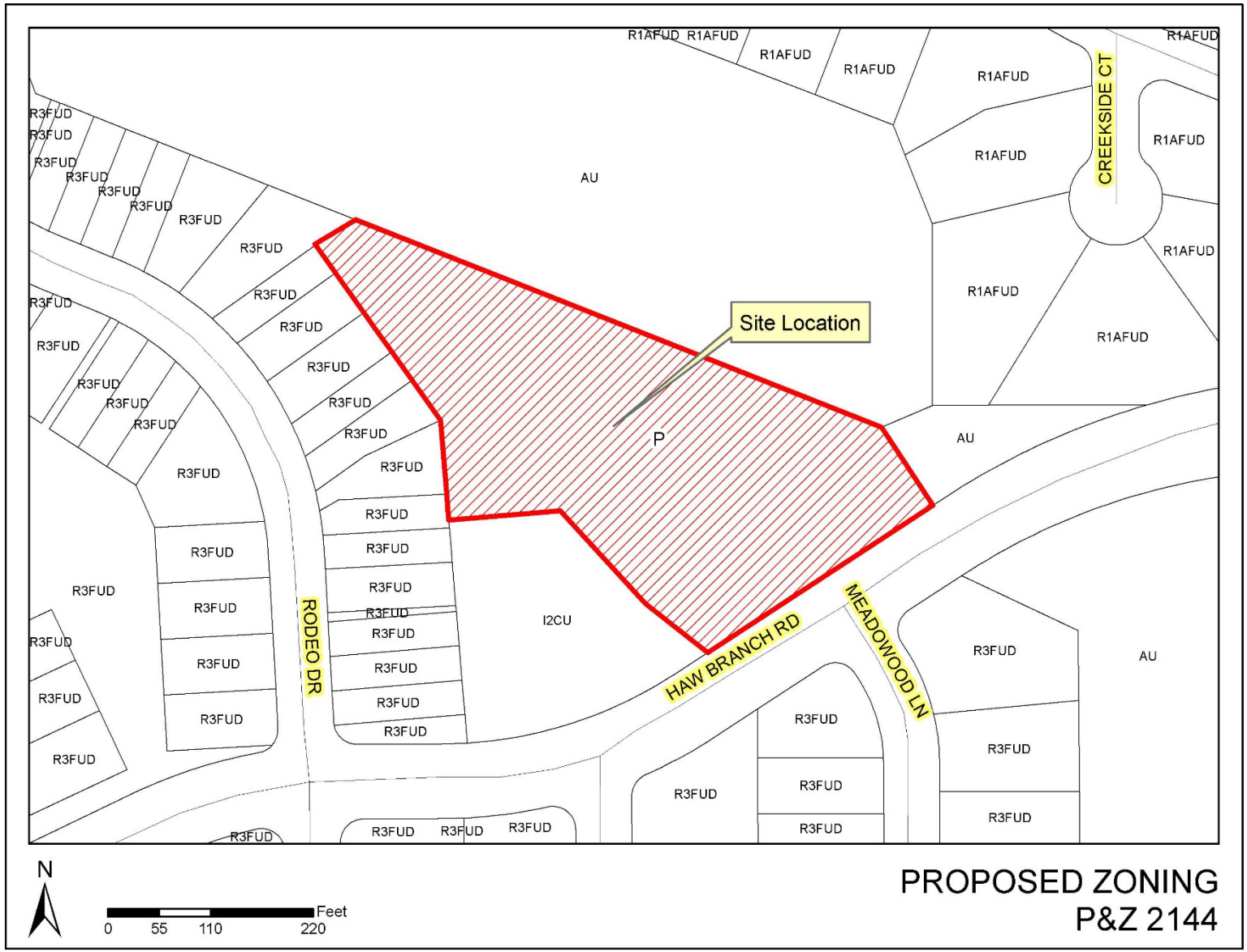

R1AFUD
CREEKSIDE CT
R3FUD
AU
Site Location
I2CU
RODEO DR
HAW BRANCH RD
MEADOWOOD LN
N
0 55 110 220
Feet
ZONING
P&Z 2144

Exhibit 4:


R1AFUD
R3FUD
AU
I2CU
P
Site Location
CREEKSIDE CT
RODEO DR
HAW BRANCH RD
MEADOWOOD LN
N
0
55
110
220
Feet
PROPOSED ZONING
P&Z 2144

Highlands County, Florida
Zoning Change Application

Zoning change from: I2 CU

Zoning change to: Public/Quasi Public Lands

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY: Project #

P&Z Hearing Number: 2144 / 23090018 **Date of Application:** 9/22/2023

Amount of Fee: $ 1,950.00 **Receipt No.:** 4500000 1335 **Tax Map No.:** 28-C

Hearing Dates: LP: _____ **P&Z:** 11/14/2023 **BCC:** 12/19/2023

****

This application has been reviewed for completeness and determined sufficient:

_____ 9/25/2023

Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Scott Noethlich, City of Sebring City Manager
   Mailing Address: 368 S Commerce Avenue, Sebring, FL 33870
   Telephone No.: 863-471-5100 **E-Mail Address:** scottnoethlich@mysebring.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: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

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.
   PRAIRIE OAKS UNREC SUB, PARCEL 3-WATER PLANT OR Book 2532 Page 544
   See attached Deed and Legal Description

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-09-35-28-010-0030-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   3015 Haw Branch Road

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** Industrial-2 (I2CU) **Existing Land Use Classification:** Residential High (see companion FLU application)
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 291.7 feet, (depth) 633.2 feet, street frontage 291.7 feet, water frontage 0 feet, **Total acres** 3.07
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? _____
The site includes a water treatment plant that serves the residents of the Country Club of Sebring development.

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Golf Course	AG	AU
South	Residential	RH	R3FUD
East	Golf Course	AG	AU
West	Golf Course & residential	RH	I2CU and R3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** The property is owned by the City of Sebring and provides public services. This is a request to bring the current FLU and Zoning into consistency with each other and recognize the propety as public property.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
n/a

16. **Proposed Development Standards (if applicable):**
A. Proposed parcel size (if increasing area with this application) _____ square feet/acre N/A
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☐No
If Yes, the potable water system requirements will be accommodated by the _____ water system.
N/A

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☐No N/A

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **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 AB **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 n/a refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ■No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Scott Noethlich, 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. BSN

Scott Noethlich
Print Name of Owner

BSN
Signature of Owner

368 S. Commerce Ave
Address: Number and Street (P.O. Box)

Sebring, FL 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 22nd day of September, 2023, by Scott Noethlich who is ~~personally known~~ by me ☒ or who has produced _____, as identification and who did take an oath:

Kim Shands
Signature

KIM SHANDS
MY COMMISSION # HH 063498
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

Kim Shands
Print Name

Notary Public, State of Florida
My Commission Expires: 12/7/24

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

September 22, 2023

To Whom It May Concern,

This letter is to advise that Parcel Number C-09-35-28-010-0030-0000 is owned by the City of Sebring and is the location of a City owned Water Treatment Plant (WTP). This parcel has the street address of 3015 Haw Branch Road. The WTP along with an interconnecting 12" water main provides potable water to the residents of the County Club of Sebring.

The City of Sebring Council has approved a pilot project to convert the City's meter reading system from a drive-by (AMR) to a fixed based (AMI) system. As a component of the AMI infrastructure, a 100-foot repeater tower is required. This tower will be located at the City's WTP located at 3015 Haw Branch Road. The tower's sole purpose is to provide the transmission of meter reading data to other City owned repeater towers or base stations and ultimately to the City's Utility Billing System. The tower does not require water or wastewater services. By design, this tower cannot be used for any other purpose than previously explained.

Please let me know if you have any questions or need additional information regarding the proposed project.

Best regards,

Bob Boggus
Utilities Director

OFFICIAL RECORDS FILE#: 1817128 OR BK 2532 PG 544 PAGES: 3 6/9/2016 3:27:39 PM
REC FEES: $27.00 DEED C:$0.70 D.C. DLATIMER ROB W. GERMAINE CLERK OF
COURTS, HIGHLANDS CO.

Prepared by and return to:
Robert S. Swaine, Esq.
Attorney at Law
Swaine & Harris, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549
File Number: **0571-119 CCU**
Will Call No.:

Parcel Identification No.

27.00
.70

[Space Above This Line For Recording Data]

Corrective Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 8 day of **June, 2016** between **Country Club Utilities, Inc., a Florida corporation** whose post office address is **3035 Wynstone Drive, Sebring, FL 33875** of the County of **Highlands**, State of **Florida**, grantor*, and **City of Sebring, a Florida municipal corporation** whose post office address is **368 South Commerce Avenue, Sebring, FL 33870** of the County of **Highlands**, State of **Florida**, grantee*,

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:

Parcel 1:

BEGIN at the Northeast Corner of Lot 87 of FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per plat recorded in Plat Book 15, Page 56, of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.76 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 482.54 feet; thence South 55 degrees 03 minutes 02 seconds East a distance of 90.19 feet; thence North 40 degrees 54 minutes 05 seconds East a distance of 215.63 feet; thence South 85 degrees 37 minutes 40 seconds East a distance of 44.66 feet; thence South 55 degrees 03 minutes 02 seconds East a distance of 241.33 feet; thence South 21 degrees 01 minute 50 seconds East a distance of 326.90 feet; thence South 41 degrees 29 minutes 38 seconds East a distance of 126.94 feet to a point on a non tangent curve to the left having a radius of 280.00 feet, a central angle of 03 degrees 09 minutes 20 seconds and a chord bearing of South 61 degrees 53 minutes 00 seconds West 15.42 feet; thence Southwesterly along the arc a distance of 15.42 feet; thence North 41 degrees 29 minutes 38 seconds West a distance of 124.90 feet to the POINT OF BEGINNING

Parcel #C093528-01000310000

LESS AND EXCEPT THE FOLLOWING:

Begin at the Northeast Corner of Lot 87, of FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per plat recorded in Plat Book 15, page 56 of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.78 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 81.12 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 269.13 feet; thence North 00 degrees 47 minutes 25 seconds West a distance of 60.80 feet; thence South 89 degrees 17 minutes 38 seconds East a distance of 294.24 feet to the POINT OF BEGINNING.

Signed, sealed and delivered in our presence:

Witness Name: Robert S. Swaine

Country Club Utilities, Inc.

By: R. Greg Harris, President

Witness Name: NICOLINA M SMITH

(Corporate Seal)

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 8 day of June, 2016 by R. Greg Harris of Country Club Utilities, Inc., 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:

NICOLINA M. SMITH
MY COMMISSION # FF 033282
EXPIRES: September 30, 2017
Bonded Thru Notary Public Underwriters

DoubleTime®

Map of Property Owners within 500 Feet



RESOLUTION NO. 23-24-36

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-09-35-28-010-0030-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-09-35-28-010-0030-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering infrastructure objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. <u>Legislative Findings and Intent.</u> Highlands County has complied

with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-09-35-28-010-0030-0000 and more particularly described as:

> A Portion of the North Three-fourths of Section 9, Township 35 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: COMMENCE at the Southeast Corner of the N 3/4 of said Section 9; thence North 89 degrees 55 minutes 17 seconds West along the North Line of said Section 9, 50.00 feet to a point located on the West right of way line of County Road 635; thence North 00 degrees 00 minutes 00 seconds East and along said right of way line 1605.53 feet; thence North 90 degrees 00 minutes 00 seconds West 1322.12 feet for the POINT OF BEGINNING; thence North 51 degrees 26 minutes 09 seconds West a distance of 84.90 feet; thence North 42 degrees 19 minutes 05 seconds West a distance of 134.91 feet; thence South 85 degrees 27 minutes 58 seconds West a distance of 120.00 feet; thence North 04 degrees 32 minutes 02 seconds West a distance of 106.24 feet; thence North 35 degrees 15 minutes 58 seconds West a distance of 232.86 feet; thence North 59 degrees 10 minutes 13 seconds East a distance of 51.57 feet; thence South 68 degrees 13 minutes 56 seconds East a distance of 606.00 feet; thence South 33 degrees 00 minutes 00 seconds East a distance of 100.00 feet; thence South 57 degrees 00 minutes 00 seconds West a distance of 288.38 feet to the POINT OF BEGINNING.

is hereby changed from Industrial District with a Conditional Use, I-2 CU, to Public and Quasi-Public Lands District, P.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Public and Quasi-Public Lands District, P.

C. At the time of development on the Property, the Property Owner, or a representative thereof may be required to submit a traffic study and/or such other requirements imposed during the development review process.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2144, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 23-24-06, adopting a small-scale comprehensive plan amendment, CPA-23-628SS, changing the land use designation on the Property from High Density Residential, RH, to Public/Quasi-Public Facility and Institutional Lands, P.

DONE AND ADOPTED, this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER:	**Rachel Barry, Zoning Supervisor/Interim Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.**

STATEMENT OF ISSUE

Temporary Use Permits have primarily been used to grant the temporary placement of a mobile home during the construction of a principal dwelling, however, this allowance is also included separately in Section 12.08.117; thus, it can be removed from Section 12.05.315. The proposed amendments are intended to address new State legislation, Florida Statutes, § 125.023, which went into effect July 1, 2023, preempting local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. Good faith effort would include, but may not be solely limited to, obtaining a construction loan, furnishing building plans, or obtaining a building permit for the reconstruction. In recognizing that obtaining these items may take several weeks or even months following a declared state of emergency, the proposed amendments include a Preliminary Temporary Shelter Permit that the Applicant may apply for while they gather and obtain the required information for a Temporary Shelter Permit. Approving and adopting the proposed amendments would eliminate the need for the County to adopt a new Resolution following each local state of emergency declaration.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2136 for BCC LDRs TUP amendment.pdf
Ord. No. 23-24-07 - TUP Amendments.pdf
P&Z 2136 Ordinance Fiscal Impact form.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Land Development Regulations Amendment	**P&Z Hearing Date:** 12/19/2023
Case Number: P&Z 2136	**Case Name:** LDR Amendments, Section 12.05.315, Temporary Use Permits
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Amendment: Land Development Regulations (LDRs) – Text Amendments

Proposal: To amend Section 12.05.315 of the LDRs

Area Covered
By Amendment: Unincorporated Highlands County

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.

3. **Excerpt from the November 14, 2023, DRAFT P&Z Minutes, and Recommendation to the BCC: "6.E. HEARING NUMBER P&Z 2136 – ORDINANCE NO. 23-24- - SECTION 12.05.315, TEMPORARY USE PERMITS** Proposed amendments to Section 12.05.315, Temporary Use Permits, of the Code of Ordinances, Highlands County, Florida.

   Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received in favor or against the request. Board members had questions related to insurance claims and how the lengthy process would affect property owners applying for said permit, tracking and enforcement processes, and use of generators. Staff clarified there are options to cover the time frame between a disaster and processing insurance claims; if property owners do not comply with permit conditions, the address would be turned over to Code Enforcement; and generators could not be used by a homeowner once power has been restored to

the area. One member of the audience asked for further clarification regarding the use of a generator during a power outage following a disaster; Staff clarified the language in the proposed Ordinance would not preclude the owner from using a generator for power during that time.

Motion by Mr. Roberts and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.05.315, Temporary use permits, of the Highlands County Code of Ordinances.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Summary of Proposed Amendments

Following direction given by the Board of County Commissioners, Staff has drafted proposed revisions to Section 12.05.315 of the LDRs, related to Temporary Use Permits (TUPs). TUPs have primarily been used to grant the temporary placement of a mobile home during the construction of a principal dwelling. This allowance, however, is also included separately in Section 12.08.117 of the LDRs; thus, it can be removed from Section 12.05.315.

The proposed amendments to this Section are intended to address temporary housing accommodations following a declared State of Emergency. New State legislation, Florida Statutes, § 125.023, which went into effect July 1, 2023, preempts local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. Good faith effort would include, but may not be solely limited to, obtaining a construction loan, furnishing building plans, or obtaining a building permit for the reconstruction. In recognizing that obtaining a construction loan, building plans, or a building permit may take several weeks or even months following a declared state of emergency, the proposed amendments cover these timeframes by allowing the option of a Preliminary Temporary Shelter Permit while the Applicant gathers and obtains the required information to apply for a Temporary Shelter Permit. Staff recommends these specific allowances to be added into the LDRs with an outlined permitting process to allow a final decision to be made by the County Administrator or his/her designee, facilitating an expedited approval process in the best interest of the affected citizens. Implementing these changes would eliminate the need for the County to adopt a new Resolution following each local state of emergency declaration. Additionally, the proposed amendments clarify that the proposed Temporary Shelter Permits are only applicable for this specific process.

The proposed language is included on the next page for your consideration.

Note: Underlined words constitute additions to existing text, strikethrough words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.315. - Temporary shelter ~~use~~ permits.

Temporary Shelter ~~use~~ Permits may be issued by the County Administrator or a designee thereof for temporary shelter purposes as set forth in this Section. ~~may be issued at the discretion of the zoning supervisor for a specified length of time, not to exceed one year, subject to appropriate conditions and safeguards. Such use permits may be renewed for a period not to exceed one year.~~

1. For the purposes of this section, the term "temporary shelter" includes, but is not limited to, a recreational vehicle, trailer, or similar structure placed on a residential property.
2. Following the declaration of a state of emergency issued by the Governor or a local state of emergency declared by the Board of County Commissioners, for a natural emergency as defined in Florida Statutes, Section 252.34(8), during which a permanent residential structure was damaged and rendered uninhabitable, a property owner may place one (1) temporary shelter on the residential property for a maximum permit term of thirty-six (36) months from the date of the declaration or until a certificate of occupancy is issued for the permanent residential structure on the property, whichever occurs first, provided all of the following circumstances apply:
    a. The property owner is making a good faith effort to rebuild or renovate the damaged permanent residential structure, which good faith effort may include but shall not be limited to, applying for a building permit, submitting signed and sealed building plans to the county, or obtaining a construction loan;
    b. The temporary shelter is connected to water and electric utilities and does not present a threat to health and human safety; and
    c. The occupant of the property is living in the temporary structure.
3. To be considered for a Temporary Shelter Permit the applicant shall file a complete application with the County Administrator, or his/her designee, in the form deemed necessary and appropriate by the County, and submit all supporting materials deemed necessary and appropriate by the County in order to evidence the above stated requirements.
4. The applicant shall have the burden of proof showing the necessity of the temporary shelter, including but not limited to an inspection report conducted by a licensed inspector which deems the permanent residential structure as uninhabitable.

5. The applicant must submit a site plan indicating the proposed location of the temporary shelter on the property and clearly depicting how the temporary shelter is to be connected to water and electric utilities.

    a. For the purpose of this section, wastewater utilities may include connection to an existing on-site wastewater disposal system (septic) or proof of a contracted pump-out service.

        i. If connecting to an existing on-site wastewater disposal system (septic), the applicant must submit notification of such connection to the Florida Department of Health and include proof of such notification with the application for a temporary use permit.

        ii. If contracting a pump-out service, the waste must be pumped out on a regular basis to prevent sanitary nuisance.

    b. For the purpose of this section, if electric service has been restored to the area by the service provider, allowable electric utilities shall not include a generator or other noise emitting power source which would cause a violation of Article III, Chapter 5.6, Highlands County Code of Ordinances.

6. While the applicant is compiling the necessary plans, documents and instruments in order to secure a Temporary Shelter Permit, the applicant may obtain a Preliminary Temporary Shelter Permit for up to six (6) months from the date of the declaration, which may be extended for one (1) additional period of six (6) months. In order to be issued a Preliminary Temporary Shelter Permit, or extension thereof, the burden is on the applicant to show evidence, satisfactory to the County, that he/she is actively working toward obtaining the plans, documents and instruments necessary to secure a Temporary Shelter Permit.

7. Failure to complete repairs or reconstruction in accordance with building permit requirements may cause a Temporary Shelter Permit to be revoked immediately.

ORDINANCE 23-24-07

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AN AMENDMENT TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.315, TEMPORARY USE PERMITS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. **LEGISLATIVE FINDINGS AND INTENT.** Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. **AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.315, TEMPORARY USE PERMITS.** Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and

Supplementary District Regulations, Division 3, Supplementary District Regulations, Section 12.05.315, Temporary use permits, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, strikethrough words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.315. - Temporary shelter ~~use~~ permits.

Temporary Shelter ~~use~~ Permits may be issued by the County Administrator or a designee thereof for temporary shelter purposes as set forth in this Section. ~~may be issued at the discretion of the zoning supervisor for a specified length of time, not to exceed one year, subject to appropriate conditions and safeguards. Such use permits may be renewed for a period not to exceed one year.~~

1. For the purposes of this section, the term "temporary shelter" includes, but is not limited to, a recreational vehicle, trailer, or similar structure placed on a residential property.
2. Following the declaration of a state of emergency issued by the Governor or a local state of emergency declared by the Board of County Commissioners, for a natural emergency as defined in Florida Statutes, Section 252.34(8), during which a permanent residential structure was damaged and rendered uninhabitable, a property owner may place one (1) temporary shelter on the residential property for a maximum permit term of thirty-six (36) months from the date of the declaration or until a certificate of occupancy is issued for the permanent residential structure on the property, whichever occurs first, provided all of the following circumstances apply:
    a. The property owner is making a good faith effort to rebuild or renovate the damaged permanent residential structure, which good faith effort may include but shall not be limited to, applying for a building permit, submitting signed and sealed building plans to the county, or obtaining a construction loan;
    b. The temporary shelter is connected to water and electric utilities and does not present a threat to health and human safety; and
    c. The occupant of the property is living in the temporary structure.
3. To be considered for a Temporary Shelter Permit the applicant shall file a complete application with the County Administrator, or his/her designee, in the form deemed necessary and appropriate by the County, and submit all supporting materials deemed necessary and appropriate by the County in order to evidence the above stated requirements.
4. The applicant shall have the burden of proof showing the necessity of the temporary shelter, including but not limited to an inspection report conducted by a

licensed inspector which deems the permanent residential structure as uninhabitable.

5. The applicant must submit a site plan indicating the proposed location of the temporary shelter on the property and clearly depicting how the temporary shelter is to be connected to water and electric utilities.

    a. For the purpose of this section, wastewater utilities may include connection to an existing on-site wastewater disposal system (septic) or proof of a contracted pump-out service.

        i. If connecting to an existing on-site wastewater disposal system (septic), the applicant must submit notification of such connection to the Florida Department of Health and include proof of such notification with the application for a temporary use permit.

        ii. If contracting a pump-out service, the waste must be pumped out on a regular basis to prevent sanitary nuisance.

    b. For the purpose of this section, if electric service has been restored to the area by the service provider, allowable electric utilities shall not include a generator or other noise emitting power source which would cause a violation of Article III, Chapter 5.6, Highlands County Code of Ordinances.

6. While the applicant is compiling the necessary plans, documents and instruments in order to secure a Temporary Shelter Permit, the applicant may obtain a Preliminary Temporary Shelter Permit for up to six (6) months from the date of the declaration, which may be extended for one (1) additional period of six (6) months. In order to be issued a Preliminary Temporary Shelter Permit, or extension thereof, the burden is on the applicant to show evidence, satisfactory to the County, that he/she is actively working toward obtaining the plans, documents and instruments necessary to secure a Temporary Shelter Permit.

7. Failure to complete repairs or reconstruction in accordance with building permit requirements may cause a Temporary Shelter Permit to be revoked immediately.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 3, Supplementary District Regulations, Section 12.05.315, Temporary use permits, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its filing with the Department of State.

DONE AND ADOPTED this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairman

ATTEST:

By:_____
Jerome N. Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Fiscal Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-07

ORDINANCE TITLE: Amendments to Section 12.05.315 of the Land Development Regulations

DEPARTMENT: Development Services

MEETING DATE: December 19, 2023

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:

X 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: Dec 19, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-45 for Budget Amendment 23-24-032 to roll forward and setup funding within the Special Law Enforcement Trust Fund.**

STATEMENT OF ISSUE

Request approval to roll forward and setup funding within the Special Law Enforcement Trust Fund to expend funds within Confiscated Properties Federal and State cost centers.

RECOMMENDED ACTION

Move to adopt resolution 23-24-45 for budget amendment 23-24-032 to roll forward and setup funding within the Special Law Enforcement Trust Fund.

FISCAL IMPACT

The fiscal impact is an increase to Fund 170 (Special Law Enforcement) and the overall budget in the amount of $294,000.00 which is being setup in cost center 3106 (Confiscated Property – Federal) and cost center 3107 (Confiscated Property – State) in the amounts of $134,000 and $160,000, respectively and appropriated in several accounts.

Attachments: 23-24-032 Sheriff Confiscated Property Fund 170 (BA).pdf
23-24-032R Sheriff Confiscated Property Fund 170 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 11, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **12/11/2023** SUBMITTED BY: **Sheriff**

FUND(S): **170** FUND TITLE(S): **Special Law Enforcement** COST CENTER(S) #: **3106, 3107**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Confiscated Prop-Federal, Confiscated Prop-State**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	170		3999100	Fund Balance Brought Forward		0.00	294,000.00		294,000.00
E	170	3106	54900	Other Charges/Obligations		0.00	21,000.00		21,000.00
E	170	3106	55200	Operating Supplies		0.00	46,000.00		46,000.00
E	170	3106	56400	Machinery & Equipment		0.00	67,000.00		67,000.00
E	170	3107	53100	Professional Services		0.00	10,000.00		10,000.00
E	170	3107	54900	Other Charges/Obligations		0.00	20,000.00		20,000.00
E	170	3107	55200	Operating Supplies		0.00	10,000.00		10,000.00
E	170	3107	56400	Machinery & Equipment		0.00	120,000.00		120,000.00

REASON: **To setup the funding for Confiscated Properties for FY 23/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-032**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-45

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-032 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 23-24-032 is hereby approved and authorized to roll forward and setup funding for Confiscated Properties in FY 23/24 in the amount of $294,000.00.

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 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Dustin Fitch, Interim Deputy Chief**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-42 extending the Certificate of Public Convenience and Necessity for Affordable Transport, Inc.**

STATEMENT OF ISSUE

The current Certificate of Public Convenience and Necessity (COPCN) for Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) for Affordable Transport, Inc., a Florida corporation will expired on December 21, 2023. Affordable Transport, Inc. submitted its renewal application for COPCN for Class 1 Non-emergency medical transportation, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) on November 29, 2023. Due to the submission of application that was submitted being late and the time requirements in Chapter 5 of the Code of Ordinances, Highlands County, Florida, the COPCN cannot be renewed prior to its expiration date. Affordable Transport, Inc. has one or more contracts to provide ambulance service to facilities in Highlands County, Florida, and service interruptions to Affordable Transport's customers are not in the best interests of those customers or the public.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-42 extending the Certificate of Public Convenience and Necessity for Affordable Transport, Inc.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution 223.24.42_ATI COPCN EXT.sgs.pdf

RESOLUTION NO. 23-24-42

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE EXTENSION OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR AFFORDABLE TRANSPORT, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF PROVISIONAL EXTENSION OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; 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, Affordable Transport, Inc., a Florida corporation holds a Certificate of Public Convenience and Necessity (COPCN) for Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS); and

WHEREAS, Affordable Transport, Inc., timely submitted the renewal application for its COPCN on November 29, 2023; however, additional information was needed by the County; and

WHEREAS, the Affordable Transport, Inc., COPCN will expire on December 21, 2023, while the application for renewal is still being processed; and

WHEREAS, Affordable Transport, Inc., has one or more contracts to provide ambulance service to facilities in Highlands County, Florida; and

WHEREAS, such service interruptions to the customers of Affordable Transport, Inc., are not in the best interest of the citizens of Highlands County.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Provisional Extension of Certificate of Public Convenience and Necessity.** Highlands County hereby approves the the provisional extention of the Certificate of Public Convenience and Necessity for Affordable Transport, Inc., for a period of 60 days during the processing of the renewal application.

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 provisional extension of COPCN for Affordable Transportation, Inc. 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 19 day of December, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **Mitchell D. Thomas, P.E., Project Mgr. Drainage Infrastructure**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-38 for Budget Amendment 23-24-026 for reallocating funds to Project #21104 (Spring Lake Fire Station 20)**

STATEMENT OF ISSUE

In January 2022, Project #21104 (Spring Lake Fire Station 20) received a State Appropriations Grant issued through the State Fire Marshall's office in the amount of $3,000,000. These funds were specifically limited to contractual project management and construction services for the project.

This request is to transfer funds in the amount of $350,000.00 that will be used for professional services associated with the design of a prototype fire station and the complete design of Spring Lake Fire Station 20.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-38 for Budget Amendment 23-24-026 for reallocating funds to Project #21104 (Spring Lake Fire Station 20).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 181 (Fire Assessment) in the amount of $350,000.00 and will be appropriated in Project 21104 (Spring Lake Fire Station 20).

Attachments: 23-24-026 Proj 21104 Spring Lk Fire St 20 Add'l Funding (BA).pdf
23-24-026R Proj 21104 Spring Lk Fire St 20 Add'l Funding (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 06, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **12/5/2023**

SUBMITTED BY: **Clinton Howerton, Jr., P.E., Critical Infrastructure Dir.**

FUND(S): **181** FUND TITLE(S): **Fire Assessment** COST CENTER(S) #: **3217**

PROJECT(S) #: **21104** PROJECT TITLE(S): **Spring Lake Fire Station 20** COST CENTER TITLE(S): **Fire Assessments**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3999100	Fund Balance Brought Forward		173,208.00	350,000.00		523,208.00
E	181	3217	53100Z	Project Professional Services	21104	0.00	350,000.00		350,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To provide additional funding for design and TOA for the Spring Lake Fire Station 20.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **23-24-026**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

TRANSFER TYPE:

____ ITEM TO ITEM
____ RESERVE
XX BY RESOLUTION
____ SUPPLEMENTAL BUDGET

SIGNATURE: ____

Signature: ____ DATE: ____ / ____ / ____ Posted by Clerk: ____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-38

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-026 TO THE FIRE ASSESSMENT 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 Fire Assessment 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 23-24-026 is hereby approved and authorized to appropriate funding from Fund 181 (Fire Assessment), Account 3999100 (Fund Balance Brought Forward) for Project 21104 (Spring Lake Fire Station 20) to develop a prototype for a fire station floor plan and for the design of the Spring Lake Fire Station in the amount of $350,000.00.

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 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

PRESENTER: **James D. Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-41 approving Supplemental Agreement No. 1 between the State of Florida Department of Transportation (FDOT) and Highlands County for additional construction funding for the resurfacing of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue and adoption of Resolution 23-24-032 for Budget Amendment 23-24-024.**

STATEMENT OF ISSUE

Request approval of the Supplemental Agreement No. 1 and Resolution 23-24-41 between the State of Florida Department of Transportation (FDOT) and Highlands County for additional construction funding for the resurfacing of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue and adoption of Resolution 23-24-32 for Budget Amendment 23-24-024.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-41 approving Supplemental Agreement No. 1 between the State of Florida Department of Transportation (FDOT) and Highlands County for additional construction funding for the resurfacing of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue and adoption of Resolution 23-24-032 for Budget Amendment 23-24-024.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $595,308.00 and will be appropriated in Project 14015 (Webster Turn Dr Resurfacing).

Attachments: Res. 23-24.41.FDOT Project 446366-1-54-01 -add 100K.sgs.pdf
23-24-024 Proj 14015 Webster Turn Add'l Funding (BA).pdf
23-24-024R Proj 14015 Webster Turn Add'l Funding (Resolution).pdf

RESOLUTION NO. 23-24-41

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE STATE FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446366-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2023, Highlands County adopted Resolution No.: 22-23-116 approving the FDOT Financial Project No.: 446366-1-54-01, Agreement for the design, construction, and construction engineering inspection (CEI) services for the resurfacing/reconstruction of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue, hereinafter referred to as the "Project"; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to amend the Agreement with FDOT to accept additional 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 Supplemental Agreement and Authorization to Execute.** Supplemental Agreement No. 1, related to FDOT Financial Project No.: 446366-1-54-01, Contract No.: G2L78 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 FDOT Financial Project No.: 446366-1-54-01, Supplemental Agreement

No. 1, , 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 19 day of December, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED SUPPLEMENTAL AGREEMENT NO.1
FDOT Financial Project No.: 446366-1-54-01

REVIEWED
O.M.B DEPARTMENT
December 05, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **12/4/2023**

SUBMITTED BY: **JD Langford, P.E., Coutny Engineer**

FUND(S): **151** FUND TITLE(S): **Transportation Trust** COST CENTER(S) #: **4102A**

PROJECT(S) #: **14015** PROJECT TITLE(S): **Webster Turn** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3344950Z**	**Project DOT Grant**	**14015**	**0.00**	**595,308.00**		**595,308.00**
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**14015**	**283,598.00**	**595,308.00**		**878,906.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to increase revenue and expenditures in Project 14015 (Webster Turn) to allocate the additonal $595,308 that FDOT is giving the County towards the construction of Webster Turn.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-024**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-32

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-024 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Infrastructure Surtax Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-024 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 14015 Webster Turn (from Haywood Taylor Blvd. to Boeing Ave.) in the design, construction, and construction engineering inspection (CEI) of resurfacing of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue in the amount of $595,308.00.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of December 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 19, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-39 for Budget Amendment 23-24-028 to rollover encumbrances from FY 22/23 into FY 23/24.**

STATEMENT OF ISSUE

On October 18, 2023, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 22/23 into FY 23/24. Therefore, this budget amendment is merely revising the FY 23/24 budget to reflect this process that has already occurred. This will allow all purchases of goods and services from vendors by issuance of purchase orders not completed and delivered in FY 22/23 to complete the transactions for the goods and services in FY 23/24 that are still needed. Any project balances in FY 23/24 will be adjusted to agree with any funding that may have been included in the budget and rolled through an encumbrance.

RECOMMENDED ACTION

Move to adopt resolution 23-24-39 for budget amendment 23-24-028 to rollover encumbrances from FY 22/23 into FY 23/24.

FISCAL IMPACT

The fiscal impact will be an increase to the overall budget in the amount of $7,968,951.89 by rolling forward authorized expenditures in FY 22/23 into FY 23/24 to be paid within FY 23/24. The following funds were affected: Fund 005 General ($1,798,884.32), Fund 110 Transportation Trust ($3.000), Fund 151 Infrastructure Surtax ($2,907,355.82), Fund 152 Tourist Development Trust ($27,000), Fund 166 SHIP ($188,602.38), Fund 176 State Court Facilities Trust ($1,675), Fund 180 Building ($84,424.08), Fund 181 Fire Assessment ($259,434.85), Fund 350 HCISSR LTD Capital ($1,035,470), HCFPIRN LTD Capital ($93,165.13), Fund 401 Solid Waste ($1,569,850.11), and Fund 420 Energy Recovery ($90.20).

Attachments: 23-24-028 Encumbrance Roll (BA).pdf
23-24-028R Encumbrance Roll (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 07, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **10/25/2023**

SUBMITTED BY: **S. Hood**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	420	4230	54600Z	PROJECT REPAIR & MAINT	14014	1,118,618.00	90.20	0.00	1,118,708.20
R	420		3999110Z	PROJECT ENC FWD	14014	0.00	90.20	0.00	90.20
E	151	2111A	56400Z	PROJECT EQUIPMENT	14033	0.00	70,153.73	0.00	70,153.73
R	151		3999110Z	PROJECT ENC FWD	14033	0.00	70,153.73	0.00	70,153.73
E	401	4210	56301Z	PROJ CAPITAL INFRASTRUCTU	15030	7,729.63	4,217.99	0.00	11,947.62
R	401		3999110Z	PROJECT ENC FWD	15030	0.00	4,217.99	0.00	4,217.99

REASON: **Roll prior year encumbrances forward to FY 23-24**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-028

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

REQUEST # **23-24-028**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2106	56810Z	PROJ PC SFTWR PURCH $25K+	15071	0.00	6,983.75		6,983.75
R	005		3999110Z	PROJECT ENC FWD	15071	0.00	6,983.75	-	6,983.75
E	151	5106A	56200Z	PROJECT BUILDINGS	16044	975,000.00	44,402.20	-	1,019,402.20
R	151		3999110Z	PROJECT ENC FWD	16044	0.00	44,402.20	-	44,402.20
E	005	6303	53400Z	PROJECT CONTRACTUAL SVC	17023	7,091.00	27,562.25	-	34,653.25
R	005		3999110Z	PROJECT ENC FWD	17023	0.00	27,562.25	-	27,562.25
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	17034	2,050,000.00	28,000.00	-	2,078,000.00
R	151		3999110Z	PROJECT ENC FWD	17034	0.00	28,000.00	-	28,000.00
E	151	2672A	56200Z	PROJECT BUILDINGS	17035	470,596.00	13,775.00	-	484,371.00
R	151		3999110Z	PROJECT ENC FWD	17035	0.00	13,775.00	-	13,775.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	18008	79,225.00	2,401.50	-	81,626.50
R	151		3999110Z	PROJECT ENC FWD	18008	0.00	2,401.50	-	2,401.50
E	151	2672A	56200Z	PROJECT BUILDINGS	18025	212,988.00	14,145.00	-	227,133.00
R	151		3999110Z	PROJECT ENC FWD	18025	0.00	14,145.00	-	14,145.00
E	355	2685	56200Z	PROJECT BUILDINGS	18051	2,604,812.00	93,165.13	-	2,697,977.13
R	355		3999110Z	PROJECT ENC FWD	18051	0.00	93,165.13	-	93,165.13
E	151	4102A	56200Z	PROJECT BUILDINGS	19007	2,006,103.42	13,961.20	-	2,020,064.62
R	151		3999110Z	PROJECT ENC FWD	19007	0.00	13,961.20	-	13,961.20
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	19016	37,179.00	3,636.53	-	40,815.53
R	151		3999110Z	PROJECT ENC FWD	19016	0.00	3,636.53	-	3,636.53
E	005	6303	53100Z	PROJECT PROFESSIONAL SVC	19029	0.00	6,859.92	-	6,859.92
R	005		3999110Z	PROJECT ENC FWD	19029	0.00	6,859.92	-	6,859.92
E	005	3996	56200Z	PROJECT BUILDINGS	19040	2,571,010.62	110,619.32	-	2,681,629.94
R	005		3999110Z	PROJECT ENC FWD	19040	0.00	110,619.32	-	110,619.32
E	005	6303	53100Z	PROJECT PROFESSIONAL SVC	19041	73,750.00	14,014.26	-	87,764.26
R	005		3999110Z	PROJECT ENC FWD	19041	0.00	14,014.26	-	14,014.26
E	152	5306	56300Z	PROJECT IMPROVEMENTS	19044	264,740.00	7,000.00	-	271,740.00
R	152		3999110Z	PROJECT ENC FWD	19044	0.00	7,000.00	-	7,000.00
E	005	3995	53400Z	PROJECT CONTRACTUAL SVC	20027	0.00	105.00	-	105.00
R	005		3999110Z	PROJECT ENC FWD	20027	0.00	105.00	-	105.00
E	151	5105A	56400Z	PROJECT EQUIPMENT	20039	0.00	161,200.00	-	161,200.00
R	151		3999110Z	PROJECT ENC FWD	20039	0.00	161,200.00	-	161,200.00

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E	401	4210	53100Z	PROJECT PROFESSIONAL SVC	20045	61,250.00	5,212.00	-	66,462.00
R	401		3999110Z	PROJECT ENC FWD	20045	0.00	5,212.00	-	5,212.00
E	005	3996	53100Z	PROJECT PROFESSIONAL SVC	20056	0.00	4,828.65	-	4,828.65
R	005		3999110Z	PROJECT ENC FWD	20056	0.00	4,828.65	-	4,828.65
E	005	3991	56200Z	PROJECT BUILDINGS	20071	0.00	509,947.00	-	509,947.00
R	005		3999110Z	PROJECT ENC FWD	20071	0.00	509,947.00	-	509,947.00
E	005	3996	56400Z	PROJECT EQUIPMENT	20073	0.00	311,146.00	-	311,146.00
R	005		3999110Z	PROJECT ENC FWD	20073	0.00	311,146.00	-	311,146.00
E	005	3996	56200Z	PROJECT BUILDINGS	20076	0.00	1,925.64	-	1,925.64
R	005		3999110Z	PROJECT ENC FWD	20076	0.00	1,925.64	-	1,925.64
E	005	3996	56200Z	PROJECT BUILDINGS	20077	0.00	17,000.00	-	17,000.00
R	005		3999110Z	PROJECT ENC FWD	20077	0.00	17,000.00	-	17,000.00
E	005	6212	56400Z	PROJECT EQUIPMENT	20079	0.00	60,300.00	-	60,300.00
E	005	6212	56600Z	PROJECT LIBRARY BOOKS	20079	0.00	139.62	-	139.62
R	005		3999110Z	PROJECT ENC FWD	20079	0.00	60,439.62	-	60,439.62
E	005	2672	56200Z	PROJECT BUILDINGS	20082	0.00	21,600.00	-	21,600.00
R	005		3999110Z	PROJECT ENC FWD	20082	0.00	21,600.00	-	21,600.00
E	166	5367	54909Z	PROJECT DOWN PMT ASST	20366	0.00	57,700.00	-	57,700.00
E	166	5367	54910Z	PROJ REHABILITATION	20366	180,000.00	18,356.66	-	198,356.66
E	166	5367	54911Z	SPECIAL NEEDS RENTAL DEV	20366	50,000.00	64,872.50	-	114,872.50
E	166	5367	54935Z	PROJ EMER HOME REPAIRS	20366	10,000.00	500.00	-	10,500.00
E	166	5367	54937Z	PROJ FORECLOSE INTERVENT	20366	0.00	7,435.22	-	7,435.22
E	166	5367	54942Z	EMERGENCY HOUSING ASST	20366	15,000.00	180.00	-	15,180.00
R	166		3999110Z	PROJECT ENC FWD	20366	0.00	149,044.38	-	149,044.38
E	151	3322A	56200Z	PROJECT BUILDINGS	21029	0.00	1,452.00	-	1,452.00
R	151		3999110Z	PROJECT ENC FWD	21029	0.00	1,452.00	-	1,452.00
E	151	2672A	56400Z	PROJECT EQUIPMENT	21034	404,148.00	44,686.74	-	448,834.74
R	151		3999110Z	PROJECT ENC FWD	21034	0.00	44,686.74	-	44,686.74
E	151	2111A	56400Z	PROJECT EQUIPMENT	21035	75,000.00	14,054.09	-	89,054.09
R	151		3999110Z	PROJECT ENC FWD	21035	0.00	14,054.09	-	14,054.09
E	151	5105A	56400Z	PROJECT EQUIPMENT	21043	0.00	248,791.00	-	248,791.00
R	151		3999110Z	PROJECT ENC FWD	21043	0.00	248,791.00	-	248,791.00
E	151	2111A	56200Z	PROJECT BUILDINGS	21049	100,000.00	26,000.00	-	126,000.00

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R	151		3999110Z	PROJECT ENC FWD	21049	0.00	26,000.00	-	26,000.00
E	005	3995	53400Z	PROJECT CONTRACTUAL SVC	21052	0.00	855.00	-	855.00
R	005		3999110Z	PROJECT ENC FWD	21052	0.00	855.00	-	855.00
E	151	6101A	56200Z	PROJECT BUILDINGS	21056	46,375.00	2,000.00	-	48,375.00
R	151		3999110Z	PROJECT ENC FWD	21056	0.00	2,000.00	-	2,000.00
E	005	5105	55200Z	PROJECT OPERATING SUPP	21058	10,065.00	32,566.21	-	42,631.21
R	005		3999110Z	PROJECT ENC FWD	21058	0.00	32,566.21	-	32,566.21
E	005	6303	56300Z	PROJECT IMPROVEMENTS	21062	125,293.00	38,711.50	-	164,004.50
R	005		3999110Z	PROJECT ENC FWD	21062	0.00	38,711.50	-	38,711.50
E	350	2680F	56200Z	PROJECT BUILDINGS	21064	0.00	1,035,470.00	-	1,035,470.00
R	350		3999110Z	PROJECT ENC FWD	21064	0.00	1,035,470.00	-	1,035,470.00
E	401	4210	53100Z	PROJECT PROFESSIONAL SVC	21078	0.00	1,245,204.04	-	1,245,204.04
R	401		3999110Z	PROJECT ENC FWD	21078	0.00	1,245,204.04	-	1,245,204.04
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	21099	0.00	1,075,896.73	-	1,075,896.73
R	151		3999110Z	PROJECT ENC FWD	21099	0.00	1,075,896.73	-	1,075,896.73
E	151	2672A	56200Z	PROJECT BUILDINGS	21104	0.00	42,176.25	-	42,176.25
R	151		3999110Z	PROJECT ENC FWD	21104	0.00	42,176.25	-	42,176.25
E	166	5367	54909Z	PROJECT DOWN PMT ASST	21366	100,000.00	10,000.00	-	110,000.00
E	166	5367	54910Z	PROJ REHABILITATION	21366	100,000.00	29,558.00	-	129,558.00
R	166		3999110Z	PROJECT ENC FWD	21366	0.00	39,558.00	-	39,558.00
E	151	4102A	56400Z	PROJECT EQUIPMENT	22006	0.00	476,211.00	-	476,211.00
R	151		3999110Z	PROJECT ENC FWD	22006	0.00	476,211.00	-	476,211.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	22010	598,000.00	1,500.00	-	599,500.00
R	151		3999110Z	PROJECT ENC FWD	22010	0.00	1,500.00	-	1,500.00
E	151	4102A	56200Z	PROJECT BUILDINGS	22030	800,000.00	95,500.00	-	895,500.00
R	151		3999110Z	PROJECT ENC FWD	22030	0.00	95,500.00	-	95,500.00
E	151	6102A	56400Z	PROJECT EQUIPMENT	22048	110,000.00	81,492.00	-	191,492.00
R	151		3999110Z	PROJECT ENC FWD	22048	0.00	81,492.00	-	81,492.00
E	151	4102A	56200Z	PROJECT BUILDINGS	22051	118,000.00	21,175.00	-	139,175.00
R	151		3999110Z	PROJECT ENC FWD	22051	0.00	21,175.00	-	21,175.00
E	151	4102A	56200Z	PROJECT BUILDINGS	22052	0.00	93,251.68	-	93,251.68
R	151		3999110Z	PROJECT ENC FWD	22052	0.00	93,251.68	-	93,251.68
E	151	1031A	56200Z	PROJECT BUILDINGS	22053	200,000.00	17,000.00	-	217,000.00

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R	151		3999110Z	PROJECT ENC FWD	22053	0.00	17,000.00	-	17,000.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	22059	275,000.00	4,691.50	-	279,691.50
R	151		3999110Z	PROJECT ENC FWD	22059	0.00	4,691.50	-	4,691.50
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	22061	390,438.00	124,760.92	-	515,198.92
R	151		3999110Z	PROJECT ENC FWD	22061	0.00	124,760.92	-	124,760.92
E	005	4501	53400Z	PROJECT CONTRACTUAL SVC	22064	1,984.00	500.00	-	2,484.00
R	005		3999110Z	PROJECT ENC FWD	22064	0.00	500.00	-	500.00
E	005	2700	53100Z	PROJECT PROFESSIONAL SVC	22079	0.00	340,000.00	-	340,000.00
R	005		3999110Z	PROJECT ENC FWD	22079	0.00	340,000.00	-	340,000.00
E	005	6303	53400Z	PROJECT CONTRACTUAL SVC	02058	0.00	13,891.02	-	13,891.02
R	005		3999110Z	PROJECT ENC FWD	02058	0.00	13,891.02	-	13,891.02
E	151	4102A	56300Z	PROJECT IMPROVEMENTS	04074	0.00	33,553.50	-	33,553.50
R	151		3999110Z	PROJECT ENC FWD	04074	0.00	33,553.50	-	33,553.50
E	005	2103	53100	PROFESSIONAL SERVICES		225,000.00	46,111.97	-	271,111.97
E	005	2105	53100	PROFESSIONAL SERVICES		14,000.00	25,000.00	-	39,000.00
E	005	2558	56810	PC SOFTWARE PURCH $25K+		0.00	320.83	-	320.83
E	005	2672	54600	REPAIR & MAINTENANCE		156,253.00	4,770.00	-	161,023.00
E	005	3991	54400	RENTALS AND LEASES		2,400.00	162.33	-	2,562.33
E	005	3991	54600	REPAIR & MAINTENANCE		94,177.00	1,160.00	-	95,337.00
E	005	3991	55200	OPERATING SUPPLIES		77,530.00	321.16	-	77,851.16
E	005	5105	53100	PROFESSIONAL SERVICES		188,700.00	156.00	-	188,856.00
E	005	5105	53400	CONTRACTUAL SERVICES		172,616.00	15,935.98	-	188,551.98
E	005	5105	54400	RENTALS AND LEASES		11,921.00	57.55	-	11,978.55
E	005	5105	55200	OPERATING SUPPLIES		607,679.00	6,774.67	-	614,453.67
E	005	5105	55230	ATTRACTIVE PROP-INVENTORY		96,400.00	56,982.60	-	153,382.60
E	005	5105	55402	SUBSCRIPTIONS		74,688.00	3,103.20	-	77,791.20
E	005	5105	56400	MACHINERY & EQUIPMENT		346,184.00	106,541.00	-	452,725.00
E	005	6209	56600	BOOKS PUBLICATIONS		35,000.00	186.07	-	35,186.07
E	005	6210	56600	BOOKS PUBLICATIONS		68,000.00	4,236.05	-	72,236.05
E	005	6211	56600	BOOKS PUBLICATIONS		35,000.00	291.45	-	35,291.45
E	005	6212	56600	BOOKS PUBLICATIONS		62,000.00	5,343.32	-	67,343.32
E	005	6306	53400	CONTRACTUAL SERVICES		33,000.00	1,875.00	-	34,875.00
R	005		3999110	ENCUMB CARRIED FWD		0.00	279,329.18	-	279,329.18

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E	110	4102	54600	REPAIR & MAINTENANCE	840,516.00	3,000.00	-	843,516.00
R	110		3999110	ENCUMB CARRIED FWD	0.00	3,000.00	-	3,000.00
E	151	2111A	56400	MACHINERY & EQUIPMENT	0.00	28,601.25	-	28,601.25
E	151	5106A	56400	MACHINERY & EQUIPMENT	73,927.00	57,596.00	-	131,523.00
E	151	6102A	56400	MACHINERY & EQUIPMENT	227,000.00	65,291.00	-	292,291.00
R	151		3999110	ENCUMB CARRIED FWD	0.00	151,488.25	-	151,488.25
E	152	5305	53400	CONTRACTUAL SERVICES	576,025.00	20,000.00	-	596,025.00
R	152		3999110	ENCUMB CARRIED FWD	0.00	20,000.00	-	20,000.00
E	176	1031B	54600	REPAIR & MAINTENANCE	70,547.00	1,675.00	-	72,222.00
R	176		3999110	ENCUMB CARRIED FWD	0.00	1,675.00	-	1,675.00
E	180	3440A	53400	CONTRACTUAL SERVICES	83,027.00	10.08	-	83,037.08
E	180	3440A	56400	MACHINERY & EQUIPMENT	126,716.00	84,414.00	-	211,130.00
R	180		3999110	ENCUMB CARRIED FWD	0.00	84,424.08	-	84,424.08
E	181	3217	53100	PROFESSIONAL SERVICES	103,800.00	304.00	-	104,104.00
E	181	3217	53400	CONTRACTUAL SERVICES	270,893.00	244.88	-	271,137.88
E	181	3217	55200	OPERATING SUPPLIES	429,427.00	4,258.61	-	433,685.61
E	181	3217	55230	ATTRACTIVE PROP-INVENTORY	17,200.00	56,982.60	-	74,182.60
E	181	3217	55402	SUBSCRIPTIONS	76,631.00	3,103.20	-	79,734.20
E	181	3217	56400	MACHINERY & EQUIPMENT	6,096.00	194,541.56	-	200,637.56
R	181		3999110	ENCUMB CARRIED FWD	0.00	259,434.85	-	259,434.85
E	401	4210	53100	PROFESSIONAL SERVICES	498,200.00	262,781.81	-	760,981.81
E	401	4210	53116	MONITORING WELLS	39,000.00	13,229.00	-	52,229.00
E	401	4210	54400	RENTALS AND LEASES	27,007.00	6,012.25	-	33,019.25
E	401	4210	54600	REPAIR & MAINTENANCE	534,572.00	18,997.33	-	553,569.33
E	401	4210	54608	R/M LEACHATE/GAS	49,822.00	1,850.69	-	51,672.69
E	401	4215	53100	PROFESSIONAL SERVICES	7,250.00	3,345.00	-	10,595.00
E	401	4215	53116	MONITORING WELLS	13,000.00	9,000.00	-	22,000.00
R	401		3999110	ENCUMB CARRIED FWD	0.00	315,216.08	-	315,216.08

BOARD OF COUNTY COMMISSIONERS

REQUEST # 23-24-028

FUND(S)	FUND TITLE(S)	FUND(S)	FUND TITLE(S)
005	General		
110	Transportation Trust		
151	Infrastructure Surtax		
152	Tourist Development Trust		
166	SHIP		
176	State Court Facilities Trust		
180	Building		
181	Fire Assessment		
350	HCISSR LTD Capital		
355	HCFPIRN LTD Capital		
401	Solid Waste		
420	Energy Recovery		

FND	CST CTR	PROJ #	PROJECT TITLE
005	6303	02058	Little Lake Jackson Alum
151	4102A	04074	Old SR 8 - Reonstruction
420	4230	14014	Asphalt R&M Set Aside Fee
151	2111A	14033	Technology Infrastructure Improvements
401	4210	15030	Automated Fueling Station
005	2106	15071	Budget Software
151	5106A	16044	Animal Control Building
005	6303	17023	Jack Creek Watershed Mgmt
151	4102A	17034	Memorial Dr - Pompano Dr
151	2672A	17035	Sebr TC Office Remodel
151	4102A	18008	W Stryker Rd Improvements
151	2672A	18025	AP Tax Collector office Remodel
355	2685	18051	Fire Rescue Station 36
151	4102A	19007	New Traffic Ops Bldg
151	4102A	19016	Sun-N-Lakes Bldv Sidewalk
005	6303	19029	Carter Creek WMP Alt Analysis
005	3996	19040	EOC Building Remodel
005	6303	19041	Sebring Watershed Mgmt Proj.
152	5306	19044	Fishing Tournament Facility Improv.
005	3995	20027	SCALP 20-21
151	5105A	20039	Rechassis Ambulance
401	4210	20045	HCSWMC-Borrow Pit Mining
005	3996	20056	American Rescue Plan

COST CENTE	COST CENTER TITLE(S)
2103	County Attorney
2105	County Audits - CPA
2106	Office of Mgmt/Budget
2558	Purchasing
2672	Facilities Management 005
2700	County Plan/Development 005
3991	Local Emergency Mgt Agency
3995	Children's Advocacy Center
3996	Emergency/Disaster Relief
4501	Critical Infrastructure - Operations
5105	Ambulance Services
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid
6212	Libraries - Countywide
6303	Natural Resources
6306	Nuisance Abatement
4102	Roads & Bridges -110
2672A	Facilities Management 151
4102A	Transportation Projects
6102A	Parks Dept - 151
2111A	Central Services - 151
5106A	Animal Control - 151
5105A	Ambulance Service 151
3322A	County Jail - 151
6101A	Recreation 151
5305	Tourist Dev - Marketing & Promotions
5306	Tourist Development - Lakes
5367	SHIP Program
1031B	State Court Facilities
3440A	Building Dept.
3217	Fire Assessment
2680F	HCISSR LTD Capital
2685	HCFPIRN LTD Capital Exps.
4210	Refuse Disposal System
4215	Landfill Closure Program
4230	Asphalt Plant

BOARD OF COUNTY COMMISSIONERS

REQUEST NUMBER **23-24-028**

FND	CST CTR	PROJ #	PROJECT TITLE	COST CENTE	COST CENTER TITLE(S)
005	3991	20071	Hurricane Shelter/Civic Ctr		
005	3996	20073	Dispatch Console Upgrade		
005	3996	20076	Emergency Storage Facility		
005	3996	20077	R&B Bldg Expansion		
005	6212	20079	HC Libraries Outreach		
005	2672	20082	Annex Bldg Remodel 1st Floor		
166	5367	20366	SHIP Phase 29		
151	3322A	21029	Jail Kitchen Hood		
151	2672A	21034	Generator Replacement Set-aside		
151	2111A	21035	Capital Outlay <$25K Set-aside		
151	5105A	21043	New Fleet Ambulance		
151	2111A	21049	Clerk Office Remodel PH 5		
005	3995	21052	SCALP 21/22		
151	6101A	21056	Carver Park Restrooms		
005	5105	21058	EMS Matching Grant 21/22		
005	6303	21062	Lk June Catfish Creek BMPS		
350	2680F	21064	CO Jail Facility Expansion		
401	4210	21078	Landfill Cell No. 5		
151	4102A	21099	SRF Drainage Improvement Study		
151	2672A	21104	Spring Lk Airport St 20		
166	5367	21366	SHIP Phase 30		
151	2672A	22006	R&B Equipment		
151	4102A	22010	ADA Hammock Rd Multi Use Path		
151	4102A	22030	R&B Main Bldg Expansion		
151	6102A	22048	Lincoln Heights Playground		
151	4102A	22051	Annex 2nd Floor Renovation		
151	4102A	22052	Post Frame Bldg		
151	1031A	22053	Judicial Court Remodel		
151	4102A	22059	Morgan Path		
151	4102A	22061	Catfish Creek Rd Bridge Rehab		
005	4501	22064	Sebring Falls Ditch Cleanup		
005	2700	22079	HC Comprehensive Vulnerability Study		

RESOLUTION NO. 23-24-39

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-028 TO THE GENERAL, TRANSPORTATION TRUST, INFRASTRUCTURE SURTAX, TOURIST DEVELOPMENT TRUST, STATE HOUSING INITIATIVE PROGRAM, STATE COURT FACILITIES TRUST, BUILDING, FIRE ASSESSMENT, HCISSR LTD CAPITAL, HCFPIRN LTD CAPITAL, SOLID WASTE, AND ENERGY RECOVERY FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General, Transportation Trust, Infrastructure Surtax, Tourist Development Trust, State Housing Initiative Program, State Court Facilities Trust, Building, Fire Assessment, HCISSR LTD Capital, HCFPIRN LTD Capital, Solid Waste, and Energy Recovery Funds.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-028 is hereby approved and authorized to roll forward encumbrances from fiscal year 22/23 into the current fiscal year 23/24 from the General, Transportation Trust, Infrastructure Surtax, Tourist Development Trust, State Housing Initiative Program, State Court Facilities Trust, Building, Fire Assessment, HCISSR LTD Capital, HCFPIRN LTD Capital, Solid Waste, and Energy Recovery Funds in the total amount of $7,968,951.89, to complete transactions for goods and services in fiscal year 23/24 which are still needed.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed

necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of December, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of December 5, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 19, 2023

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: December 19, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to December 5, 2023, to December 18, 2024

Attachments: