HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, December 21, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will meet at 3:00 p.m. on Tuesday, December 21, 2021, in Room 3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

County offices will be closed December 23-24, 2021 in observance of the Christmas holidays

County offices will be closed December 31, 2021 in observance of the New Year's holiday

The Highlands County Board of County Commissioners regular Board meeting previously scheduled for January 4, 2022 is cancelled

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Presentation of Employee of the Quarter for the 2nd Quarter of 2021*
Randy Vosburg, County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
Employee of the Quarter G. Dawson.docx

6.B *County Administrator Randy Vosburg, Presentation of Years of Service Awards.*
E. Laney Stearns, Public Safety Director
No fiscal impact
Service Award Bios Oct to Dec 2021 Dec 21 mtg.docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to accept into record the Audited Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2021 with Comparative Totals for June 30, 2020 for Tri-County Human Services, Inc.*

Tanya Cannady, Business Services Director
There is no fiscal impact to accepting the Financial Reports into the record.
Tri-County HS Consolidated Audited Financial Statements 06.30.21.pdf

8.B *Request appointment of two newmembers to the Historic Preservation Commission, Mr. David Schmidt to fill the vacancy of a professional member and Ms. Gaylin Thomas to fill the vacancy of a lay member, for terms which expire June 30, 2022.*
Sandra Vazquez, Planner I
No fiscal impact.
David Schmidt Online Application
Gaylin Thomas Online Application

8.C *Approval of nomination to appoint Emma Ezell, Vivienne Sclater and Josh Daskin to 4-year terms on the Natural Resources Advisory Commission (NRAC).*
Michael McMillian
None
Vivienne Sclater 2021.pdf
Joshua Daskin 2021.pdf
Emma Ezell 2021.pdf

8.D *Request adoption of the 2022 version of the "Highlands County Roads & Street Maps" map book*
Carley Fitzgerald, GISP, GIS Manager
There will be no fiscal impact to the County. The Map will be made available to the public online through the County website free of charge. Copies may be obtained from the Highlands County Engineering Department at a cost of $50.00 per map book.

8.E *Request adoption of resolution 21-22-44 for Budget Amendment 21-22-026 to make adjustments to fiscal year 20/21 Special Benefit Fire District Project rollovers into fiscal year 21/22 according to actuals after end-of-year close-out.*
David Nitz, OMB Manager
Angela Bollinger, Sr. Budget Analyst
The fiscal impact for FY 21/22 is a decrease to the Fund 355 (HCFPIRN LTD Capital) in the amount of ($180,976.91) and an increase to Fund 151 (Infrastructure Surtax) in the amount of $10,024.97 with an overall net budget decrease of $170,951.94.
21-22-026 Fire District (Non SBD) Project Rollover Adj (BA).pdf
Res. 21.22.44_FireDistrict_NonSBD_Project_Rollover.BA.pdf

8.F *Consideration to approve the Contract Agreement between Highlands County Board of County Commissioners and E.O. Koch Construction Co. for the Sebring Library Roof Replacement, Project no. 20038 in the amount of $194,814.00 and approve up to a 10% project contingency allowance with County Administrators approval.*
Richard Fleeger, Parks & Facilities Superintendent
Tanya Cannady, Business Services Director
Sarah Albritton, Capital Project Manager
The fiscal impact will be $194,814 to Project 20038, however, the funding for this project has already been approved and budgeted.
21-025 Submission E O Koch Construction.pdf
21-025 Sebring Library Agreement-EO Koch signed.pdf

8.G *Consideration of Addendum No. 1 to Consultant Service Agreement with Chastain-Skillman, Inc. for Environmental Services needed for the Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 21-22-029*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $55,110.00 from the Solid Waste Reserve for Contingency account.
Final Addendum Packet 12-16-21.pdf
21-22-029 Proj 20045 HCSWMC - Borrow Pit Mining (BA).pdf
21-22-029 Proj 20045 HC SWMC - Borrow Pit Mining (Reserve).pdf

8.H *Request approval of the Addendum to the Agreement with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of $1,627,780.00 using American Rescue Plan Act (ARPA) funds.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact to Fund 005 (General), Project 20073 (Dispatch Console Upgrade), Cost Center 3996 (Emergency/Disaster Relief), account 56400Z (Project Equipment) as the $1,627,780.00 from ARPA funding has already been budgeted.

Motorola Dispatch Equipment Amendment to Purchase Agreement 12-14-2021 DMR (RO2021 12 14) Final (002).pdf

9 PUBLIC HEARING

9.A *Public Hearing to consider Proposed Ordinance amending Chapter 5.4 Housing, Article II, State Housing Initiatives Partnership Program, Section 5.4-37, Creation of Affordable Housing Advisory Committee, of the Highlands County Code of Ordinances.*
Ingra Gardner, Community Programs Director
There is no fiscal impact
Ordinance 21-22-08 - Affordable Housing - Proposed.pdf
Ordinance 09-10-02 - Affordable Housing - Original.pdf
Florida Statute 420.9076.pdf

9.B *Public hearing to consider adoption of Large Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-21-592LS, pertaining to the addition of a Property Rights Element.*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-21-592LS Property Rights Element BCC Adoption.pdf
Red-Lined Property Rights Element BCC Adoption.pdf
Ordinance CPA-21-592LS Property Rights Element BCC Adoption.pdf

9.C *Public hearing to consider adoption of P&Z Hearing No. 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79 acres, from Neighborhood Business District (B-1) to Residential District (R-1).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.

Staff Report P&Z 2087 Lake June Park for BCC
Application P&Z 2087 Lake June Park for BCC
Resolution P&Z 2087 Lake June Park for BCC

9.D *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-593SS, for approximately 6.28 acres, from Commercial (C) to Medium Density Residential (RM).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-21-593SS Norman Sutton for BCC
Application CPA-21-593SS Noman Sutton for BCC
Ordinance CPA-21-593SS Noman Sutton for BCC

9.E *Public hearing to consider adoption of P&Z Hearing No. 2090, changing the Official Zoning Atlas for approximately 6.28 acres, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2090 Norman Sutton for BCC
Application P&Z 2090 Norman Sutton for BCC
Resolution P&Z 2090 Norman Sutton for BCC

9.F *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-596SS, for an approximate 5.04-acre parcel, from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-22-596SS for BCC - IOP Properties LLC (City of Sebring).pdf
Application CPA-22-596SS IOP Properties LLC (City of Sebring) for BCC
Ordinance CPA-22-596SS IOP Properties LLC (City of Sebring) for BCC

9.G *Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.*
Sandra Vazquez, Planner I
There are numerous fiscal impacts to multiple funds outlined in the CIS report.
CIE-CIP Staff Report for BCC
Five Year Capital Improvements Schedule Ord 21-22-06

9.H *Public hearing to consider adoption of P&Z Hearing No. 2095, changing the Official Zoning Atlas for an approximate 5.04-acre parcel, from Agricultural District (AU) to Public and Quasi-Public Lands District (P).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2095 IOP Properties LLC (City of Sebring) for BCC.pdf
Application P&Z 2095 IOP Properties LLC (City of Sebring) for BCC
Resolution P&Z 2095 IOP Properties LLC (City of Sebring) for BCC

9.I *Public Hearing to consider approval of Affordable Transport Inc. a Class 2 Basic Life Support and Class 3 Advanced Life Support Ambulance Certificate of Public*

Convenience and Necessity (COPCN)
Public Safety Director Ellison L. Stearns
no fiscal impact
HighlandsCOPCNapp.pdf
COI.pdf
Affordable Transport aff.pdf

10 ACTION AGENDA

10.A *Request approval of an Interlocal agreement with the Spring Lake Improvement District Request for a broadband project within the Spring Lake community in the amount not to exceed $1,250,000 using American Rescue Plan Act (ARPA) funds.*
Sherry Sutphen, County Attorney
There is no fiscal impact to Fund 005 (General), Project 20074 (Spring Lake Broadband), Cost Center 3996 (Emergency/Disaster Relief), account 58102Z (Aid to Gov't Agency-Admin/Gov't) as the $1,250,000 from ARPA funding has already been budgeted.
ARPA Grant Subrecp-agreement SGS.pdf

10.B *Request consideration of Professional Services Agreement between Highlands County and Wharton-Smith, Inc. Construction Group to perform construction management at risk services for the newLake Placid Fire/EMS Station 36; Project No. 18051.*
Sarah Albritton, Capital Project Manager
Tanya Cannady, Business Services Director
The fiscal impact will be $6,000.00 to Project 18051, however, the funding for this project has already been approved and budgeted.
Wharton Smith.pdf
Wharton Smith Agreement fv 12.15.21.pdf

10.C *Request adoption of resolution 21-22-41 for Budget Amendment 21-22-024 to set up project 21050 and appropriate funds pursuant to the Victims of Crime Act (VOCA) Grant award accepted on November 16, 2021.*

Sarah Beth Rogers, Children's Advocacy Center Manager
The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 21050 in the amount of $72,722.58.
21-22-024 Project 21050 VOCA CAC 21-22 SetUp (BA).pdf
Res. 21.22.41_VOCA_BA.CB.SGS.pdf
SIGNED_VOCA_CONTRACT.pdf

10.D *Request adoption of resolution 21-22-43 for Budget Amendment 21-22-025 to bring unreserved fund 180 balance forward into project 21054 for building department expansion.*
Leah Sauls, Development Services Director
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 180 (Building) and the overall budget in the amount of $2,200,000 and is being appropriated in project 21054 (Building Dept. Bldg Expansion).
21-22-025 Project 21054 Building Dept Building Expansion (BA).pdf

Res. 21.22.43_Building_Dept_Project_21054.BA.pdf

10.E *Request adoption of resolution 21-22-42 for Budget Amendment 21-22-021 to rollover encumbrances from fiscal year 20/21 into fiscal year 21/22.*
David Nitz, OMB Manager
The fiscal impact will be an increase to the overall budget in the amount of $7,747,833.84 by rolling forward authorized expenditures in FY 20/21 into FY 21/22 to be paid within FY 21/22. The following funds were affected: Fund 005 General ($468,433.58), Fund 110 Transportation Trust ($216,221.97), Fund 151 Infrastructure Surtax ($5,857,661.78), Fund 152 Tourist Development Trust ($117,512.52), Fund 162 Affordable Housing Assistance ($3,289.00), Fund 166 SHIP ($22,623.00), Fund 170 Special Law Enforcement ($7,500.00), Fund 155 Hospital District ($6,666.89), Fund 179 Court Technology ($1,728.18), Fund 180 Building ($88,354.60), Fund 181 Fire Assessment ($67,838.77), HCFPIRN LTD Capital ($425,150.27), Fund 401 Solid Waste ($463,590.16), and Fund 420 Energy Recovery ($1,263.12).
21-22-021 Encumbrance Roll (BA)1.pdf
Res. 21.22.42_Encumbrances_Roll.BA.pdf

10.F *Request adoption of resolution 21-22-45 for Budget Amendment 21-22-028 to to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 21/22 budget to properly budget the final project line-up on the Adopted Capital Financial Strategy (CFS).*
David Nitz, OMB Manager
Angela Bollinger, Sr. Budget Analyst
The fiscal impact for FY 21/22 is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $997,060.00.
21-22-028 CFS Budget Additions_Project Assignments (BA).pdf
Res. 21.22.45_CFS_Budget_Additions.BA.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
COUNTY ATTORNEY LOG 2.pdf

11.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 12.21.2021.pdf
Status - Project Updates (FINAL) 12.21.2021.pdf

11.C *Presentation of action proposed to address drainage concerns in and around the Sebring Falls Mobile Home Park.*
Clinton Howerton, Jr. P.E. - County Engineer
No fiscal impact at this time. Presentation only.
sebring falls overview 12-21-21.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from December 7, 2021 to December 20, 2021*

13.B *County Administrator's Evaluation Results*
Randy Vosburg, County Administrator
Per the Board contract with the County Administrator, the average evaluation score of 98.2 is considered in the merit range of 90 to 100 and constitutes a 3% salary increase. Merit increases are awarded the first full pay period in April, therefore; the fiscal impact to the general fund for FY 21-22 will be approximately $2,388.00 plus benefits.
R Vosburg Evaluations 2021.pdf

14 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 21, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Presentation of Employee of the Quarter for the 2nd Quarter of 2021**

STATEMENT OF ISSUE

Human Resources received five new Employee of the Quarter Nominations for the 2nd quarter of 2021. There were five Nominations from the previous quarters that were still active. Human Resources tallied the votes from Survey Monkey and paper ballots submitted. The following employee was selected as the recipient of the Employee of the Quarter Award for the 2nd Quarter:

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Gary Dawson, Facilities Maintenance

FISCAL IMPACT

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

Attachments: Employee of the Quarter G. Dawson.docx

Gary is a Building Maintenance Lead that is responsible for the maintenance of all County buildings. He is a problem solver and always approaches tasks with savings in mind. Many days he can be found in the warehouse reconstructing something to keep from purchasing new items. Among other things, he refurbished a 100-year-old door at the Courthouse and rebuilt wheels on a cart. He shows patience and is always willing to share his knowledge with those around him. He encourages his fellow team members to try new skills. Gary is a team member that steps up when others may not be available, even if the task is nor usually his to complete. He assigns work tickets, followed up on others and provides insight when needed. I don't know anyone more deserving of this award.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec. 21, 2021

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

SUBJECT/TITLE: **County Administrator Randy Vosburg, Presentation of Years of Service Awards.**

STATEMENT OF ISSUE

The following employees have reached service milestones and we would like to recognize them in order of years of service:

Administrative Assistant Jamee Cook, 5 years of Service
Firefighter Medic Wendy Roberts, 10 Years of Service
Deputy Chief, Public Safety Tim Eures, 30 Years of Service

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: Service Award Bios Oct to Dec 2021 Dec 21 mtg.docx

Bios

5 Years of Service	Jamee Cook started her career with the Board of County Commissioners in October 2016 as a Buyer. In 2018, she was promoted to Purchasing Agent. In 2020, she moved to the EOC where she is the Administrative Assistant.
10 Years of Service	Wendy Roberts was hired as a full-time Emergency Medical Technician in December 2011. She was promoted to Paramedic in 2014 and to Firefighter Medic in 2019.
30 Years of Service	Tim Eures began his career with the Board in October 1991 as a Fire Coordinator. In 1996, he became the Emergency Operations Coordinator and in 1997 was promoted to Emergency Operations Director. He moved into the Fire Services Manager position in 2016. In 2018, he was promoted to Deputy Chief in Public Safety.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

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

SUBJECT/TITLE: **Request to accept into record the Audited Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2021 with Comparative Totals for June 30, 2020 for Tri-County Human Services, Inc.**

STATEMENT OF ISSUE

Tri-County Human Services, Inc. provides evaluation, counseling and substance abuse treatment of individuals directly and under contract to various governmental and other third-party payers.

Tri-County Human Services, Inc. has submitted their Audited Financial Statements and Independent Auditor's Report for the FYE June 30, 2021 with Comparative Totals for June 30, 2020.

RECOMMENDED ACTION

Move to accept into the record the Financial Statements and Independent Auditor's Report for FYE June 30, 2021 with Comparative Totals for June 30, 2020 for Tri-County Human Services, Inc.

FISCAL IMPACT

There is no fiscal impact to accepting the Financial Reports into the record.

Attachments: Tri-County HS Consolidated Audited Financial Statements 06.30.21.pdf



TRI-COUNTY HUMAN SERVICES, INC
AND SUBSIDIARIES

CONSOLIDATED AUDITED FINANCIAL STATEMENTS

JUNE 30, 2021
WITH COMPARATIVE TOTALS
FOR JUNE 30, 2020



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INDEPENDENT AUDITORS' REPORT

Board of Directors
Tri-County Human Services, Inc. and Subsidiaries
Lakeland, Florida

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Human Services, Inc. and Subsidiaries (the "Agency"), a nonprofit organization, which comprise of the consolidated statement of financial position as of June 30, 2021, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Agency's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall consolidated financial statement presentation.

We believe that the audit evidence we have obtained is sufficient to provide a reasonable basis for our audit opinion.

205 East Orange Street, Suite #310 | Lakeland, Florida 33801-4611
LOCAL 863-688-1725 | TOLL FREE 877-564-6277 | FAX 888-972-5548
CPSGroupCPAs.com

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Human Services, Inc. and Subsidiaries, as of June 30, 2021, and the changes in its net assets, functional expenses and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the basic consolidated financial statements as a whole. The accompanying consolidated schedule of expenditures of federal awards and state financial assistance, as required by Title 2 of the *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Uniform Guidance*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements.

Our audit was also performed for the purpose of forming an opinion on the consolidated financial statements of the Agency taken as a whole. The schedules of Actual Revenue and Expenses for Tri-County Human Services, Inc., State Earnings for Tri-County Human Services, Inc., Bed-Day Availability Payments for Tri-County Human Services, Inc., Related Party Transaction Adjustments for Tri-County Human Services, Inc. and Consolidated Schedule of Expenditures of Federal Awards and State Financial Assistance are presented for purposes of additional analysis as required by Rule 65E-14.003, Florida Administrative Code, and are not a required part of the consolidated financial statements. The schedule of Assets, Liabilities, Net Assets and Activity for DUI Program for Tri-County Human Services, Inc. is presented for purposes of additional analysis as required by Rule 15A-10.012, Florida Administrative code, and is not a required part of the consolidated financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2021, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

The prior year summarized comparative information has been derived from Tri-County Human Services, Inc.'s 2020 financial statements, which were audited by another audit firm who expressed an unmodified opinion on November 6, 2020.

CPS Group CPAs, PA

CPS Group CPAs, PA

Lakeland, Florida
October 28, 2021

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CONSOLIDATED FINANCIAL STATEMENTS

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TRI-COUNTY HUMAN SERVICES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021
WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash, cash equivalents and restricted cash	$ 5,901,749	$ 5,711,742
Grants receivable, net	2,714,949	1,909,510
Accounts receivable, net	576,323	355,566
Inventory	77,343	207,129
Prepaid expenses	433,585	403,749
Total current assets	9,703,949	8,587,696
PROPERTY AND EQUIPMENT, net	4,023,101	4,069,340
INVESTMENTS	41,176	50,000
OTHER ASSETS	17,785	7,785
TOTAL ASSETS	**$ 13,786,011**	**$ 12,714,821**
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,249,164	$ 1,654,723
Advance on government grants	-	1,393,375
Deferred revenue	84,949	73,453
PPP loan	335,871	-
Mortgage note payable, current portion	65,626	62,371
Total current liabilities	1,735,610	3,183,922
LONG TERM LIABILITIES	1,280,738	1,346,925
Total liabilities	3,016,348	4,530,847
NET ASSETS		
Without donor restrictions	10,769,663	8,183,974
With donor restrictions	-	-
Total net assets	10,769,663	8,183,974
TOTAL LIABILITIES AND NET ASSETS	**$ 13,786,011**	**$ 12,714,821**

See Independent Auditors' Report and Notes to Consolidated Financial Statements

TRI-COUNTY HUMAN SERVICES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
SUPPORT AND REVENUE				
Support:				
Contributions	$ 12,945	$ -	$ 12,945	$ 36,567
Contributions in-kind	624,058	-	624,058	615,941
United Way	54,269	-	54,269	126,614
Special events	-	-	-	20,991
Net assets released from restrictions	-	-	-	-
Total support	691,272	-	691,272	800,113
Revenue:				
Net patient service revenue	1,565,618	-	1,565,618	1,198,627
State of Florida contract	10,403,387	-	10,403,387	10,499,238
Federal grants and contracts	1,057,504	-	1,057,504	675,205
Public grants and contracts	4,096,827	-	4,096,827	4,015,839
DWUI/DWI program	-	482,052	482,052	496,690
Interest	8,764	-	8,764	9,064
Business-like activities	20,164	-	20,164	44,847
Gain (loss) on disposal of assets	7,750	-	7,750	(9,609)
Miscellaneous	490,557	-	490,557	658,110
Total revenue	17,650,571	482,052	18,132,623	17,588,011
Total support and revenue	18,341,843	482,052	18,823,895	18,388,124
EXPENSES				
Program services:				
Adult mental health (AMH)	1,192,011	-	1,192,011	1,179,539
Adolescent mental health (CMH)	244,276	-	244,276	275,111
Adult substance abuse (ASA)	8,441,510	-	8,441,510	8,839,494
Adolescent substance abuse (CSA)	636,542	-	636,542	823,404
Other programs - adult	2,146,153	-	2,146,153	3,089,328
DWUI/DWI program	-	482,052	482,052	496,690
Total program services	12,660,492	482,052	13,142,544	14,703,566
Supporting services:				
Business-like activities	434,399	-	434,399	1,091,135
Management and general	2,660,072	-	2,660,072	1,613,277
Fund raising	1,191	-	1,191	9,532
Total supporting services	3,095,662	-	3,095,662	2,713,944
Total expenses	15,756,154	482,052	16,238,206	17,417,510
CHANGE IN NET ASSETS	**$ 2,585,689**	**$ -**	**$ 2,585,689**	**$ 970,614**
Net assets, beginning of year	8,183,974	-	8,183,974	7,213,360
NET ASSETS, end of year	**$ 10,769,663**	**$ -**	**$ 10,769,663**	**$ 8,183,974**

See Independent Auditors' Report and Notes to Consolidated Financial Statements

TRI-COUNTY HUMAN SERVICES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020

	Program Services					Supporting Services			
	Adult Mental Health	Adolescent Mental Health	Adult Substance Abuse	Adolescent Substance Abuse	Other Programs	Business-like Activities	Management, General & Fund Raising	Total 2021	Total 2020
Personal & Other Expenses:									
Salaries	$ 592,028	$ 142,393	$ 4,866,678	$ 279,111	$ 1,380,349	$ 155,340	$ 1,836,805	$ 9,252,704	$ 9,691,992
Fringe benefits	56,883	12,653	568,416	30,205	143,818	11,089	237,547	1,060,611	1,076,459
Building occupancy	44,247	3,558	541,686	55,793	88,248	28,420	97,765	859,717	817,634
Professional services	189,594	4,582	188,453	2,026	91,320	1,701	16,371	494,047	624,253
Travel	7,261	1,564	27,262	8,330	26,172	173	5,942	76,704	134,062
Equipment	3,794	85	75,880	3,107	10,281	10,698	38,190	142,035	152,138
Food services	-	-	257,282	-	8	173,071	-	430,361	476,588
Medical and pharmacy	2,421	81	227,839	6,364	2,502	207	(12,790)	226,624	481,002
Subcontracted services	20,814	4,603	506,391	26,730	159,466	7,204	109,085	834,293	913,637
Insurance	18,967	4,097	237,533	15,885	55,923	20,663	74,002	427,070	388,938
Interest paid	2,347	67	27,598	6,197	22,125	5,769	(11,308)	52,795	138,734
Operating supplies & expenses	11,410	1,956	175,555	85,962	77,395	3,830	112,037	468,145	436,783
Other	213,193	68,297	236,838	46,896	552,650	16,234	154,934	1,289,042	1,469,350
Donated facilities	27,500	-	464,012	68,935	9,725	-	-	570,172	583,966
Subtotal	1,190,459	243,936	8,401,423	635,541	2,619,982	434,399	2,658,580	16,184,320	17,385,536
Other Support Costs:									
Other donated items	1,552	340	40,087	1,001	8,223	-	2,683	53,886	31,974
TOTAL EXPENSES	**$ 1,192,011**	**$ 244,276**	**$ 8,441,510**	**$ 636,542**	**$ 2,628,205**	**$ 434,399**	**$ 2,661,263**	**$ 16,238,206**	**$ 17,417,510**

See Independent Auditors' Report and Notes to Consolidated Financial Statements

TRI-COUNTY HUMAN SERVICES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020

	2021	2020
OPERATING ACTIVITIES		
Change in net assets	$ 2,585,689	$ 970,614
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	207,852	199,138
(Gain) loss on disposal of assets	(7,750)	9,609
Realized (gain) loss on investments	8,824	-
Changes in operating assets and liabilities:		
(Increase) decrease in grants receivable	(805,439)	54,788
(Increase) decrease in accounts receivable	(220,757)	(97,844)
(Increase) decrease in inventory	129,786	(161,941)
(Increase) decrease in prepaid expenses and other assets	(39,836)	(20,188)
Increase (decrease) in accounts payable and accrued expenses	(405,559)	293,401
Increase (decrease) in deferred revenue	11,496	43,333
Increase (decrease) in advance on government grants	(1,393,375)	1,393,375
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**70,931**	**2,684,285**
INVESTING ACTIVITIES		
Purchase of property and equipment	(161,613)	(338,525)
Proceeds from sale of equipment	7,750	9,096
Purchase of investments	-	(50,000)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	**(153,863)**	**(379,429)**
FINANCING ACTIVITIES		
Principal payments on long term borrowings	(62,932)	(57,126)
Issuance of long term debt	335,871	112,000
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	**272,939**	**54,874**
CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	**190,007**	**2,359,730**
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, beginning of year	5,711,742	3,352,012
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, end of year	**$ 5,901,749**	**$ 5,711,742**

See Independent Auditors' Report and Notes to Consolidated Financial Statements

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principal Activity and Description of Organization

Tri-County Human Services, Inc. (the "Agency") is a nonprofit provider of evaluation, counseling, substance abuse treatment, mental health treatment, and co-occurring treatment of individuals directly and under contract to various governmental and other third-party payors. The Agency endeavors to provide an array of high-quality human services consistent with the needs of the community. Services are provided in a cost effective, ethical, and professional manner and focus on improving the quality of life of persons served. The Board is self-sustaining with members elected by existing members.

The Agency serves Polk, Hardee, and Highlands counties. The Agency operates all of its programs with the philosophy that substance addiction and mental health disorders are primary, progressive, chronic, and potentially fatal if left untreated. The Agency accepts the premise that substance addiction and mental health conditions impact all areas of an individual's life, including his/her interpersonal relationships, vocational/educational skills, emotional well-being, and physical health. The Agency does not adhere to any one etiological theory regarding substance addiction or mental health conditions. On the contrary, staff understands that addictive disorders and mental health conditions are likely caused by a combination of several factors, including genetics, emotional/psychological influences, cultural attitudes, and behavioral reinforcement. The Agency's staff understands that substance addiction and mental health conditions are family illnesses in which each member of the affected individual's immediate and perhaps extended family is affected by the behaviors and attitudes of the addicted individual. In keeping with this philosophy, treatment teams encourage family participation in the treatment process whenever possible.

The Agency recognizes that many of the individuals served by the Agency's substance abuse program have a concurrent mental health problem. Like substance abuse disorders, mental health problems can cause severe dysfunction in an individual's life, especially in the areas of day-to-day living skills, interpersonal relationships, and vocational/educational skills. For these dually diagnosed clients, simultaneous treatment of both disorders is preferred. Residential treatment is available for dually diagnosed clients who have not responded favorably to outpatient treatment or whose symptom severity contraindicates outpatient care.

The Agency is licensed by the State of Florida as a provider of substance abuse prevention, intervention, and treatment services and as a primary vendor for both substance abuse and mental health counseling. Consistent with this licensure, agency programs and services are reviewed and audited annually by the State of Florida. The Agency's C.A.R.F. accreditation for integrated substance abuse/mental health services has been extended through January 31, 2022.

In 2021, a not-for-profit foundation called Tri-County Human Services Foundation, LLC. ("Foundation") that serves as its fundraising arm of the Agency was created. The foundation is investing in assets that will return revenues based on the performance of the asset.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Principal Activity and Description of Organization - Continued

The Agency has recognized that the sustainability of the organization cannot be dependent upon government subsidies contracted through the State of Florida and its approved Managing Entity, Central Florida Behavioral Health Network (CFBHN). To that end, in 2021, Tri-County Human Services, Inc. formed a for profit organization called Meadowbrook Psychiatric and Counseling Centre, LLC. ("Meadowbrook") that focuses primary on Mental Health (psychiatric and clinical) services for those having insurance and/or private pay for services. Both organizations will, over time help to reduce the dependance of government contracts and move toward the self-sustainability of Tri-County Human Services, Inc.

The Agency is funded through a variety of sources, including the United Way of Central Florida, State of Florida, Give Well Community Foundation, Polk, Hardee and Highlands counties, Central Florida Behavioral Health Network, Homeless Coalition, program fees, various fund-raising events sponsored by the board of directors, federal and private grants, and private contributions.

Basis of Consolidation

In determining the requirements for consolidation of related organizations, the Agency follows the guidance provided in Financial Accounting Standards Board Accounting Standards Codification Topic 958, Subtopic 810, Not-for-Profit Entities - Consolidation (FASB ASC 958-810). FASB ASC 958-810 requires consolidation of nonprofit organizations that are financially related to one another by means of ownership or control and economic interest. The Agency is the sole member of the Foundation and Meadowbrook. The consolidated financial statements of the Agency include the accounts of the Foundation and Meadowbrook, and all significant inter-organizational balances and transactions have been eliminated.

Basis of Presentation

The Agency's consolidated financial statements presented have been prepared on the accrual basis of accounting and in accordance with the American Institute of Certified Public Accountants' *Audit and Accounting Guide for Not-for-Profit Organizations*. The significant accounting policies followed are described below to enhance the usefulness of the consolidated financial statements to the reader.

The Agency is considered a Not-for-Profit (NFP) business-oriented health care entity and follows the NFP financial reporting model described in FASB *Accounting Standards Codification (*ASC*)* 958, *Not-for-Profit Entities,* subject to, and in accordance with, additional financial reporting guidance provided in FASB ASC 954, *Health Care Entities* and Florida Rule 15A-10.012. The Agency is required to report information regarding its financial position and activities according to the following net asset classifications:

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Basis of Presentation - Continued

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Agency's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Agency or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, if any.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities. Donor restricted contributions whose restrictions are met in the same reporting period are reported as without donor restrictions.

Measure of Operations

The consolidated statement of activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Agency's ongoing mission and interest and dividends earned on investments. Nonoperating activities are limited to other activities considered to be of a more unusual or nonrecurring nature.

Comparative Financial Information

The accompanying financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with our audited financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Cash, Cash Equivalents, and Restricted Cash

The Agency's cash consists of cash on deposit with banks. The Agency considers all cash and highly liquid financial instruments with original maturities of 90 days or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to building projects, endowments that are perpetual in nature, or other long-term purposes are excluded from the definition.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Cash, Cash Equivalents, and Restricted Cash - Continued

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the consolidated statement of cash flows:

	2021	2020
Undesignated cash and cash equivalents	$ 5,901,749	$ 5,711,742
Cash restricted to donor specific purposes	-	-
Total	$ 5,901,749	$ 5,711,742

Financial Instruments and Credit Risk

The Agency manages deposit concentration risk by placing cash and money market accounts with financial institutions believed to be creditworthy by management. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, the Agency has not experienced losses in any of these accounts. Credit risk associated with accounts receivable and promises to give is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from the Agency and others who are supportive of the Agency's mission. The Agency had cash and cash equivalents of $2,107,848 and $2,336,835 in excess of federally insured or other insured limits as of June 30, 2021 and 2020, respectively. The Agency has entered into an agreement with a bank whereby their operating checking account is collateralized with federal securities wholly owned by the Agency.

Grants Receivable, Net

Grants receivable represents amounts due from Central Florida Behavioral Health Network, Medicaid, Polk County and other federal, state and local agencies.

Management has determined that the grants receivable are fully collectible, therefore, no allowance for uncollectible accounts is considered necessary as of June 30, 2021 and 2020.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are patient obligations due for services rendered. Accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is based on a combination of identified patient accounts believed to be uncollectible and on a percentage of aged receivables, based on historical experience. If actual collections experience changes, revisions to the allowance percentage are made. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. Based on the information available, management believes the allowance for doubtful accounts of $67,268 and $168,307 as of June 30, 2021 and 2020, respectfully is adequate. However, actual write-offs may exceed the recorded allowance.

Inventory

Inventories of medical supplies are carried at the lower of cost or net realizable value, using the first-in, first-out method of costing.

Property and Equipment

The Agency records property and equipment additions over $1,000 at cost, or if donated, at fair value on the date of donation. The Agency's policy is to capitalize renewals and betterments acquired for greater than $5,000 and expense normal repairs and maintenance, as incurred. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 30 years, or in the case of leasehold improvements, the useful life of the asset. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from accounts, and any resulting gain or loss is included in the consolidated statement of activities. The Agency's management periodically evaluates whether events or circumstances have occurred indicating that the carrying amount of long-lived assets may not be recovered.

Investments

The Agency records investment purchases at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the consolidated statement of financial position. Net investment return/(loss) is reported in the consolidated statement of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. US GAAP establishes a fair value hierarchy that prioritizes investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Agency groups assets at fair value in three levels, based on markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value.

These levels are:

Level 1 Observable market inputs that are unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Level 2 Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets/liabilities in non-active markets;
- Inputs other than quoted prices that are observable for the asset/liability; or
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 Unobservable inputs that cannot be corroborated by observable market data.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

The interest rate swap agreement is valued using a third party's propriety discounted cash flow model, which considers past, present, and future assumptions regarding interest rates and market conditions to estimate the fair value of the agreement. This is classified within Level 2.

Investments in Integrated Care Network of Florida ("ICNF") are classified within Level 3 as significant assumptions are not observable in the market. Management used appraisal information and contract values from the surrounding area in estimating fair value.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Interest Rate Swap

The Agency uses an interest-rate swap to mitigate interest-rate risk on a note payable (Note N). If material, the related liability, or asset is reported at fair value in the statement of financial position, and unrealized gain or losses are included in the statement of activities.

Basis of Recognizing Revenue and Expenses

Revenue and expenses are recognized on the accrual basis. Contributions are recognized when cash, securities or other assets, or an unconditional promise to give is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Revenue consists primarily of grants and program service fees and are recognized in the period in which the services are provided. Amounts received for program service fees not yet provided are recorded as deferred revenue. Expenses consist of the cost of providing the various programs of the Agency and operating expenses. Realized and unrealized gains and losses on the sale of investment securities are also reflected in revenue and expenses.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to the Agency's administrative services and programs; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Net Patient Service Revenue and Charity

The Agency provides care to all patients without regard to their ability to pay. Patients are charged on a sliding scale based on their ability to pay as determined by the Florida Department of Children and Family Services. Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payers and others for services rendered since there is no pursuit of collection for the charges in excess of ability to pay or contractual agreement.

Concentration of Business Risk

About 53% and 55% of the Agency's revenue is derived from indirect federal and state grants funding passed through Central Florida Behavioral Health Network which are renewed annually for the years ended June 30, 2021 and 2020, respectively. The current level of the Agency's operations and program services may be impacted, or segments discontinued if funding is not renewed.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Concentration of Business Risk - Continued

Approximately 70% and 78% of the Agency's grants receivable is derived from indirect federal and state grants funding passed through Central Florida Behavioral Health Network which are renewed annually for the years ended June 30, 2021 and 2020, respectively.

Allocation of Indirect Costs

All direct costs are allocated directly. Support costs and administrative costs (indirect costs) which cannot be directly allocated are allocated, by one or more distribution bases, appropriate to the costs and clearly represent a reasonable basis for allocating among the benefiting functions or programs. Administrative costs with no more reasonable basis for allocation are distributed based on the relationship of the cost center's total costs to all cost centers' accumulated costs. The Agency must receive prior approval on its cost allocation plan which is submitted to the Central Florida Behavioral Health Network (CFBHN) with its budget.

Functional Allocation of Expenses

The costs of program and supporting service activities have been summarized on a functional basis in the consolidated statement of activities. The consolidated statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, costs have been allocated among programs and supporting services. Such allocations are determined by management on an equitable basis.

Some categories of expenses are attributable to more than one program or supporting function. These expenses require an allocation that is applied on a consistent basis. Depreciation and mortgage interest are allocated based on percentage of total expenses, excluding personnel expenses. Salaries and benefits are allocated on the basis of employee time records. Other expenses are assigned directly to specific activities as expenditures are made.

Income Taxes

The Agency is a not-for-profit organization that is exempt from income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code; therefore, no provision for income taxes has been made in these consolidated financial statements. The Agency has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). During 2021, the Agency became the sole member of the Foundation and Meadowbrook. These are wholly owned entities and are reported as disregarded entities in these consolidated statements.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Income Taxes - Continued

The most significant tax positions of the Agency are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business income tax (UBIT). All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. The Agency, the Foundation, and Meadowbrook will file a consolidated tax return. Forms 990 for 2018 through 2020 are open to examination by the Internal Revenue Service as of June 30, 2021.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Change in Accounting Principles

FASB issued several Accounting Standards Updates (ASU) that were effective during July 1, 2020, through June 30, 2021. The following is the new pronouncement adopted:

- In August 2018, the FASB issued ASU No. 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement. The update modifies certain disclosure requirements in Topic 820, Fair Value Measurement. There was no material impact to the financial statements as a result of adoption.

Reclassification

Certain prior year amounts may have been reclassified to conform with the current year's consolidated financial statement presentation.

NOTE B - LIQUIDITY AND AVAILABILITY

The following represents the Agency's liquid financial assets at June 30, 2021 and 2020:

	2021	2020
Cash, cash equivalents, and restricted cash	$ 5,901,749	$ 5,711,742
Grants receivable, net	2,714,949	1,909,510
Accounts receivable, net	576,323	355,566
Total financial assets	9,193,021	7,976,818
Less: Donor restricted funds, if any	-	-
Net financial assets available to meet general expenses and obligations over the next 12 months	$ 9,193,021	$ 7,976,818

None of the net available financial assets are subject to any donor or other contractual restrictions that make them unavailable for general expenses and other obligations within one year of the consolidated statement of financial position date.

As a part of the Agency's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

The net grants and accounts receivable are subject to implied time restrictions but are expected to be collected within one year.

NOTE C - GRANTS RECEIVABLE, NET

Summary of grants receivable, as of June 30, 2021 and 2020, are as follows:

	2021	2020
Central Florida Behavioral Health Network (CFBHN)	$ 1,910,014	$ 1,495,807
Polk County	671,577	283,682
Other	133,358	130,021
Total grants receivable	2,714,949	1,909,510
Less: Allowance for doubtful accounts	-	-
Net grants receivable	$ 2,714,949	$ 1,909,510

NOTE D - PROPERTY AND EQUIPMENT

A summary of property and equipment, at cost, consists of the following, as of June 30, 2021 and 2020:

	2021	2020	Estimated Useful Lives
Land	$ 663,738	$ 663,738	-
Construction in progress	5,217	46,287	-
Buildings	3,058,356	2,997,570	5 - 30 years
Building improvements	2,081,635	2,004,554	5 - 30 years
Machinery and equipment	1,309,478	1,313,832	5 - 10 years
Furniture and fixtures	22,588	22,588	5 - 10 years
	7,141,012	7,048,569	
Less accumulated depreciation	(3,117,911)	(2,979,229)	
Total	$ 4,023,101	$ 4,069,340	

Depreciation expense was $207,852 and $199,138 for the years ended June 30, 2021 and 2020, respectively.

NOTE E - INVESTMENTS - CONSORTIUM

Investments held in consortium are carried at readily determinable fair value and consist of the following as of June 30, 2021 and 2020, respectively:

	2021	2020
Integrated Care Network of Florida ("ICNF")	$ 41,176	$ 50,000

The primary purpose of the consortium investment is to provide the Agency a preferred provider participant status. This is part of ongoing efforts to maximize opportunities for insurance billing.

NOTE F - FAIR VALUE MEASUREMENT

The following table sets forth, by level, within the fair value hierarchy, amounts recorded in the Agency's consolidated financial statements at fair value as of June 30, 2021:

	Fair Value	Level 1	Level 2	Level 3
Financial assets:				
Investments - ICNF	$ 41,176	$ -	$ -	$ 41,176
Interest rate swap liability	$ -	$ -	$ 46,522	$ -

The following table sets forth, by level, within the fair value hierarchy, amounts recorded in the Agency's financial statements at fair value as of June 30, 2020:

	Fair Value	Level 1	Level 2	Level 3
Financial assets:				
Investments - ICNF	$ 50,000	$ -	$ -	$ 50,000
Interest rate swap liability	$ -	$ -	$ 76,209	

*Value is based upon estimated fair value that approximates cost

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

Interest rate swap - The fair value of interest rate swap agreements is the estimated amount that the financial institutions would receive or pay to terminate the swap agreements at the reporting date, taking into account current interest rates and the current credit worthiness of the swap counter parties.

Changes in valuation techniques - None.

Investments are measured at fair value on a recurring basis for which the Agency has utilized Level 3 inputs to determine fair value. Purchases/additions were $0 and $0 for the years ended June 30, 2021 and 2020, respectively. Sales/deductions were $8,824 and $0 for the years ended June 30, 2021 and 2020, respectively.

NOTE G - COMPENSATED ABSENCES

The Agency's liability for compensated absences was $449,020 and $437,982 which was included in accounts payable and accrued expenses as of June 30, 2021 and 2020, respectively. This represents amounts owed to employees under the Agency's paid time off (PTO) policy. For employees hired prior to July 1, 2009, employees may carryover up to a maximum of 40 days unused PTO each year. For employees hired from July 1, 2009 to the present, employees may carry up to 160 hours into the next calendar year. Excess hours as of December 31 are forfeited.

NOTE H - LONG TERM LIABILITIES

A summary of mortgage notes payable as of June 30, 2021 and 2020, respectively, is as follows:

	2021	2020
Mortgage note payable, payable in 120 monthly installments of $7,381 with principal balloon payment of $721,952 in February 2025. Variable interest rate of LIBOR plus 2.25% is included in monthly payment, with interest rate swap of fixed rate of 4.37%. Collateralized with administration building real estate, with a net book value of $1,108,876.	$ 906,651	$ 953,912
Mortgage note payable, payable in 84 monthly installments of $2,373 with principal balloon payment of $273,909 in February 2026. Interest rate of 4.37% is included in monthly payment. Collateralized with building real estate, with a net book value of $576,603.	332,621	344,566
Mortgage note payable, payable in 60 monthly installments of $697 with principal balloon payment of $93,016 in February 2025. Interest rate of 4.25% is included in monthly payment. Collateralized with building real estate, with a net book value of $137,241.	107,092	110,818
	1,346,364	1,409,296
Less portion considered current	(65,626)	(62,371)
Total long term liabilities	$ 1,280,738	$ 1,346,925

There were no instances of material noncompliance noted with loan covenants related to the above debt as of June 30, 2021 and 2020, respectively.

NOTE H - LONG TERM LIABILITIES - CONTINUED

Annual maturities of long term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2022	$ 65,626
2023	64,017
2024	71,288
2025	865,042
2026	280,391
Thereafter	-
Total	$ 1,346,364

Interest paid was $64,940 and $62,524 for the years ended June 30, 2021 and 2020, respectively.

Line of Credit

The Agency has a line of credit up to $500,000, which renews annually, secured by accounts receivable, of which $0 was outstanding as of June 30, 2021. Principal and interest would be due on demand, with interest based on the bank's prime rate. Due to renew January 2022.

The Agency has $0 outstanding borrowings on the line of credit as of the date of this report.

NOTE I - NET ASSETS

Composition

Composition of ***net assets with donor restrictions*** consists of $0 and $0 as of June 30, 2021 and 2020, respectively.

Composition of ***net assets without donor restrictions*** consists of the following as of June 30, 2021 and 2020, respectively:

	2021	2020
Undesignated	$ 8,092,926	$ 5,523,930
Property and equipment, net of related debt, if any	2,676,737	2,660,044
Total	$ 10,769,663	$ 8,183,974

NOTE I - NET ASSETS - CONTINUED

Release

Net assets released from donor restrictions for the years ended June 30, 2021 and 2020 consists of the following:

	2021	2020
Satisfaction of Specific Purpose Restrictions:		
Program expenses – DWUI/DWI	$ 482,052	$ 496,690
Total	$ 482,052	$ 496,690

NOTE J - DEFINED CONTRIBUTION PLAN

The Agency has a Tri-County Human Services, Inc. Employee Plan which is a defined contribution 403(b) thrift plan that was established by the Agency in 1999 to provide benefits at retirement to substantially all employees of the Agency. Employees become eligible for participation in the plan after attainment of age 18 and one year of full-time service. Plan benefits vest at a rate of 20% per year and become fully vested after 6 years of service. Employer contributions are discretionary and are determined annually by the board of directors. For the years ended June 30, 2021 and 2020, employer contributions totaled $0 and $0, respectively. As of June 30, 2021 and 2020, the Agency has a payable to the Plan of $773 and $790 respectively. For the years ended June 30, 2021 and 2020, fees incurred and paid for the Plan were $250 and $745 respectively.

NOTE K - MATCHING REQUIREMENTS

Certain contracts require local match for contracted services which are provided by CFBHN's subrecipients. Responsibility for meeting this match has been passed down to the subrecipients under these contracts. The Agency received $4,256,659 and $4,256,584 in Maintenance of Effort dollars used to meet the required federal match. The Agency is currently in material compliance with all matching requirements on all major federal and state financial assistance programs.

NOTE L - RELATED PARTIES

The Agency receives grant funding from CFBHN, for which the chief executive officer serves on its board of directors. Below is a summary of transactions during the year from Central Florida Behavioral Health Network:

	2021	2020
Substance abuse and mental health contracts	$ 10,088,079	$ 9,548,960
Year-end accounts receivable on above contracts	(1,910,014)	(1,495,807)
Less behavioral health administration fees	-	-
Total related party receipts, net of fees	$ 8,178,065	$ 8,053,153

The main operating bank account and loans for the Agency are held at a bank where an Agency's Board member is a key employee. Deposit balances totaled $5,749,281 and $5,611,367 for the years ended June 30, 2021 and 2020, respectively. Loan balances totaled $1,682,235 and $1,409,296 for the years ended June 30, 2021 and 2020, respectively.

NOTE M - CONTRIBUTED MATERIALS, EQUIPMENT AND SERVICES

Donated materials and space received as donations, if any, are recorded and reflected in the accompanying consolidated financial statements at their fair values at the date of receipt. The Agency received $624,058 and $615,941 in donated materials and space for the years ended June 30, 2021 and 2020, respectively.

NOTE M - CONTRIBUTED MATERIALS, EQUIPMENT AND SERVICES - CONTINUED

The Agency received donated facilities, professional services and materials as follows during the year ended June 30, 2021:

Expense	AMH	CMH	ASA	CSA	Program Other	Mgmt, General, & Fundraising	Total 2021
Donated space:							
Donated facilities	$ 27,500	$ -	$464,012	$ 68,935	$ 9,725	$ -	$ 570,172
Other donated items:							
IDP Drugs	-	-	13,050	-	-	-	13,050
Minor equipment	-	-	-	-	-	-	-
Professional services	1,552	340	5,817	1,001	5,723	2,683	17,116
Miscellaneous	-	-	21,220	-	2,500	-	23,720
Total other donated items	1,552	340	40,087	1,001	8,223	2,683	53,886
Total in-kind operating expenses	**$ 29,052**	**$ 340**	**$ 504,099**	**$ 69,936**	**$ 17,948**	**$ 2,683**	**$ 624,058**
Capitalized in-kind							$ -
Total contributions in-kind							**$ 624,058**

The Agency received donated facilities, professional services and materials as follows during the year ended June 30, 2020:

Expense	AMH	CMH	ASA	CSA	Program Other	Mgmt, General, & Fundraising	Total 2020
Donated space:							
Donated facilities	$ 27,150	$ -	$ 356,120	$ 99,798	$100,899	$ -	$ 583,967
Other donated items:							
IDP Drugs	-	-	16,595	-	-	-	16,595
Minor equipment	-	-	-	-	-	4,040	4,040
Professional services	789	243	6,238	534	2,535	700	11,039
Miscellaneous	-	-	-	-	300	-	300
Total other donated items	789	243	22,833	534	2,835	4,740	31,974
Total in-kind operating expenses	**$ 27,939**	**$ 243**	**$ 378,953**	**$100,332**	**$103,734**	**$ 4,740**	**$ 615,941**
Capitalized in-kind							$ -
Total contributions in-kind							**$ 615,941**

NOTE N - COMMITMENTS AND CONTINGENCIES

Lease Expense

The Agency has a number of multi-year lease commitments on office equipment and building rentals. Buildings, or space in buildings, are used for the Agency's administration and its community service programs. Space is provided at various locations in Highlands and Hardee counties for counseling services. Free use of facilities and other assets are recorded as in-kind contributions and as equipment and facilities expenses based on market square footage rental rates or equipment rental rates in the communities where facilities are located. Some of the leases are non-cancelable. The lease payments range from $37 to $11,575 per month for a period of 6 - 84 months. The lease expense under these leases was $215,238 and $210,210 for the years ended June 30, 2021 and 2020, respectively.

Future minimum lease payments under the lease are as follows:

Year Ending June 30,	Amount
2022	$ 70,897
2023	38,166
2024	18,596
2025	8,651
2026	-
Thereafter	-
Total	$ 136,310

Other

The Agency participates in a number of federal and state programs, which are subject to financial and compliance audits by the grantors or their representatives. The audits of all programs for or including the year ended June 30, 2021, have not been completed. The amount, if any, of expenditures which may be disallowed by the grantor agencies, cannot be determined at this time although the Agency expects such amounts, if any, to be immaterial.

NOTE N - COMMITMENTS AND CONTINGENCIES - CONTINUED

Interest Rate Swap Agreement

The Agency entered into a ten year interest rate swap agreement to eliminate the impact of changes in interest rates on its variable long-term obligation. The agreement was effective February 12, 2015. The agreement effectively changed the Agency's variable rate to a fixed 4.37% for a fixed term and results in a fixed monthly principal and interest payment of approximately $7,381 until maturity on February 12, 2025.

The Agency would be required to pay an "unwind fee", as estimated by the financial institution using a proprietary model, to dissolve the agreement. The amount of $46,522 and $76,209 has been recorded on the consolidated statement of financial position at June 30, 2021 and 2020, respectively, under accounts payable and accrued expenses and the statement of functional expenses under interest paid.

There were no instances of material noncompliance noted with loan covenants related to the above debt as of June 30, 2021.

NOTE O - PAYCHECK PROTECTION PROGRAM (PPP)

On April 28, 2020, the Agency received loan proceeds in the amount of $1,989,157 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after twenty-four weeks if the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four-week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

The Agency applied for loan forgiveness with the lender and received forgiveness of $1,653,286 in principal and $17,543 in interest from the Small Business Administration ("SBA") on May 26, 2021. The remaining principal balance of $335,871 and $4,394 in accrued interest, as of August 25, 2021, was recorded as PPP Loan on the statement of financial position under current liabilities. Interest accrues at a rate of $9.33 per day. Monthly principal and interest payment in the amount of $37,967 are due on the 4th of each month. PPP loan matures on May 4, 2022.

NOTE P - IMPACT OF COVID-19

The World Health Organization has declared the spread of the Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities.

Specific to the Agency, COVID-19 may impact various parts of its fiscal year 2022 operations including, but not limited to, reductions in contributions and reductions of various programs and related expenses. Management believes the Agency is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

NOTE Q - SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 28, 2021, the date which the consolidated financial statements were available for issue and has determined that there are no additional adjustments and/or disclosures required.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra Vazquez, Planner I**

SUBJECT/TITLE: **Request appointment of two new members to the Historic Preservation Commission, Mr. David Schmidt to fill the vacancy of a professional member and Ms. Gaylin Thomas to fill the vacancy of a lay member, for terms which expire June 30, 2022.**

STATEMENT OF ISSUE

There are currently two member vacancies on the Highlands County Historic Preservation Commission (HPC). Two applications have been received from Ms. Gaylin Thomas and Mr. David Schmidt and are included for your consideration. The vacancies have been advertised on the Highlands County website since September 9, 2021, and no other applications have been received. Both appointees would fill the remainder of the existing four-year term, which is scheduled to expire on June 30, 2022.

RECOMMENDED ACTION

Move to appoint two members to the Historic Preservation Commission, Mr. David Schmidt to fill the vacancy of a professional member and Ms. Gaylin Thomas to fill the vacancy of a lay member, for terms which expire June 30, 2022.

FISCAL IMPACT

No fiscal impact.

Attachments: David Schmidt Online Application
Gaylin Thomas Online Application

David Schmidt Online Application

Name = David Schmidt
Address = 5251 Lafayette Avenue
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 260.336.4714
Email = thedavidschmidt@gmail.com
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = Curator of the State of Florida Civilian Conservation Corp
Museum at Highlands hammock State Park.
Florida Humanities Scholar.
Previous Employment Experience: = Retired Special Education, US and World History, and
Geography teacher.
Lakeland School Corporation, LaGrange, IN 46761 (1975 - 2011)
High School = Columbus North High School, Columbus, IN 47201 (Class of 1969)
College = Michigan State University, Ball State University (BS 1973) (MA 1975),
Special Training: = Indiana University (Employment Training Specialist) Bowling Green State
Activities & Interest: = Travel - mostly European, Reading - mostly history and biographies,
Swimming, Bicycling
Current positions on boards, committees, elected offices, law enforcement positions: = Board of
Directors, Friends of Highlands Hammock State Park
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 70
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.211.96.92

Gaylin Thomas Online Application

Name = Gaylin Thomas
Address = 703 W. Winifred St.
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 863-414-1578
Email = gpthomas62@gmail.com
Request = Historic Preservation Commission
Membership Type = Alternate Member
Current Employment Experience: = Retired, serving at President of Heartland Cultural Alliance
Previous Employment Experience: = 200-2016 South Florida State College - retired as Grants and
Programs Specialist, following Administrative Assistant to the Dean of Applied Sciences.
High School = Sebring High School Graduate
College = BAS in Supervision and Management from South Florida State College
Special Training: = A lifetime of various Special Training
Activities & Interest: = Interest in improving the quality of life of all through enhancing the
community, whether it be through education, art and culture, valuing and preserving information,
structures or documents of historical significance, or simply living a moral life of integrity.
Current positions on boards, committees, elected offices, law enforcement positions: = President of
Heartland Cultural Alliance, the state and county designated Local Art Agency.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 72
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.15.89

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: **Michael McMillian**

SUBJECT/TITLE: **Approval of nomination to appoint Emma Ezell, Vivienne Sclater and Josh Daskin to 4-year terms on the Natural Resources Advisory Commission (NRAC).**

STATEMENT OF ISSUE

On October 27, 2021 the members of NRAC motioned that Emma Ezell be appointed to her second term on NRAC and to fill the open Agricultural Slot; that Vivienne Sclater be appointed to her second term on NRAC and to fill one of two open Professional Slots; that Josh Daskin be appointed to his first term on NRAC to fill the open Environmental Slot. All terms are for 4 years and technically begin October 1, 2021.

RECOMMENDED ACTION

Motion to approve the following people to serve 4-year terms on the Natural Resources Advisory Commission; Emma Ezell (2nd term) for the open Agricultural Slot; Vivienne Sclater (2nd term) for the open Professional Slot; Josh Daskin (1st term) for the open Environmental Slot.

FISCAL IMPACT

None

Attachments: Vivienne Sclater 2021.pdf
Joshua Daskin 2021.pdf
Emma Ezell 2021.pdf

McMillian, Mike

From: Drake, Michelle
Sent: Thursday, October 21, 2021 3:54 PM
To: vsclater@archbold-station.org
Cc: McMillian, Mike
Subject: RE: Committee Application

Good Afternoon Ms. Sclater,
Thank you for your interest in serving on a committee. I am forwarding your application on to Mike McMillian, our staff liaison to NRAC.
Thank you,

Michelle

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

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From: noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> **On Behalf Of** noreply@revize.com
Sent: Thursday, October 21, 2021 3:46 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Vivienne Sclater
Address = 4314 Lewis Ave
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 9738655784
Email = vsclater@archbold-station.org
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = Director of Data and Technology at Archbold Biological Station.

I manage all of the spatial and non-spatial datasets at Archbold - a world renowned biological research station. I also manage our technological resources used for our work including Geographic Information Systems (GIS), drones, and species tracking technologies.

Previous Employment Experience: = I've been at Archbold since 2015, first as their GIS and Data Manager, and as of 2021 their Director of Data and Technology

From 2012-2015, I was a GIS Specialist and Environmental Scientist at Waterborne Environmental Inc. in Leesburg Virginia.
Prior to that, I was in graduate school in Wilmington North Carolina pursuing a masters degree in Environmental Studies and Conservation Policy with a focus on GIS, and a GIS certificate from their Geography department.
High School = Kinnelon High School, New Jersey
College = MA, Math and Environmental Studies, University of North Carolina Wilmington
Special Training: = Geographic Information Systems Certificate
Activities & Interest: = nature, outdoors, hiking, camping, swimming
Current positions on boards, committees, elected offices, law enforcement positions: = NRAC membership expired 09/30/2021
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 34
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.28.140.170

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

McMillian, Mike

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, October 21, 2021 5:00 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Joshua Daskin
Address = 2465 9th Ave N.
City = St Petersburg
State = FL
Zip_Postal_Code = 33713
Phone = 9149602270
Email = jdaskin@archbold-station.org
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = Director of Conservation, Archbold Biological Station, Venus FL 33960
-Facilitate and conduct science to support for the conservation of wildlife, plants, and natural and agricultural lands owned by Archbold and across Highlands county, and the greater Lake Wales Ridge ecosystem;
-Lead provision of scientific guidance for the conservation of the statewide Florida Wildlife Corridor;
-Oversee land management (invasive species control, prescribed and wildfire) in natural areas of Archbold's lands;

Previous Employment Experience: = -Fish and Wildlife Biologist, US Fish and Wildlife Service, Headquarters Division of Conservation and Classification; Falls Church, VA; Oct 2019-Jul 2021
-Donnelley Postdoctoral Environmental Fellow, Yale University, Department of Ecology and Evolutionary Biology & Yale Institute for Biospheric Studies; New Haven,CT; September, 2017 – August, 2019
-Research Assistant III, Restoration Ecology, Archbold Biological Station; March, 2011 – May, 2012
Fulbright Scholar, Queensland AUS 2010-2011

High School = White Plains High School, White Plains NY; 2005
College = Brandeis Univ, Waltham, MA; BS in biology and environmental studies; 2009
Special Training: = PhD Ecology and Evolution, Princeton Univ; 2017
Activities & Interest: = -Peer-reviewer for >15 academic environmental journals
-Probationary Member, Cabin John Park Volunteer Fire Department, Maryland; Jan. 2021–Jul 2021
-Arlington County, VA Department of Parks and Recreation volunteer; led the ecological restoration of a neighborhood park, June 2020–Jul 2021

Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 34

Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 76.7.44.249

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McMillian, Mike

From: Drake, Michelle
Sent: Wednesday, December 8, 2021 2:01 PM
To: Emma Reynolds Ezell
Cc: McMillian, Mike
Subject: FW: Committee Application

Good Afternoon Ms. Ezell,
Thank you very much for taking the time to update your application, and for your interest in continuing to serve on the Natural Resources Advisory Commission. I am sending your application over to Mike McMillian now to include with the agenda item he is preparing.
Thanks again,

Michelle

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

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From: noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> **On Behalf Of** noreply@revize.com
Sent: Wednesday, December 8, 2021 1:37 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Emma Ezell
Address = 1118 Sycamore St.
City = Lake Placid
State = Fl
Zip_Postal_Code = 33852
Phone = 863-441-3985
Email = reynolds.emmalee@gmail.com
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = I work with my family, more specifically, we are in the citrus business, and I am the harvesting coordinator for the operation.

Previous Employment Experience: = I have always worked for my family. I did work for a local bank in college but knew I would come home to the orange groves. Before I was the harvesting coordinator, I was in charge of the young tree operations our family.
High School = Lake Placid High School
College = Florida Southern College
Special Training: = *Leadership programing
Activities & Interest: = Our two children keep us busy. Whatever they are doing we are doing too. Outdoor activities are our favorite and we spend a great deal of time playing in the creek and wondering around the cow pastures. When the kids are asleep, I do enjoy reading for relaxation. *I do like learning more about my county, state and world and I have participated in leadership programing such as: Leadership Highlands, the Wedgworth Leadership Program, and the Young Framers and Ranchers Leadership programs.
Current positions on boards, committees, elected offices, law enforcement positions: = NRAC, Highlands County Citrus Growers Assocation, Lakeview Christain School Board
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 35
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.208.89.154

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 12/21/2021

PRESENTER: **Carley Fitzgerald, GISP, GIS Manager**

SUBJECT/TITLE: **Request adoption of the 2022 version of the "Highlands County Roads & Street Maps" map book**

STATEMENT OF ISSUE

Each year the Highlands County Engineering Department, along with the assistance of the Road and Bridge Department, is responsible for providing the Board with a comprehensive map of the roads and streets located in Highlands County. This map depicts the total mileage of roads and streets which are maintained, the maintenance unit responsible for maintaining each area, and the incumbent Commissioners along with their districts within the County.

Below is a link for your review and approval is the 2022 "Highlands County Roads & Street Maps" map book. Preparation of the book consists of review analysis, and input from both the Highlands County Road and Bridge Department as well as the Traffic Operations Department.

https://hcbcc.maps.arcgis.com/sharing/rest/content/items/684dcc117bf74573855755369befb90c/data

RECOMMENDED ACTION

Move to approve and record the 2022 "Highlands County Roads & Street Maps" Mapbook including the maintenance responsibilities depicted within.

FISCAL IMPACT

There will be no fiscal impact to the County. The Map will be made available to the public online through the County website free of charge. Copies may be obtained from the Highlands County Engineering Department at a cost of $50.00 per map book.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 21, 2021

PRESENTER:	**David Nitz, OMB Manager** **Angela Bollinger, Sr. Budget Analyst**
SUBJECT/TITLE:	**Request adoption of resolution 21-22-44 for Budget Amendment 21-22-026 to make adjustments to fiscal year 20/21 Special Benefit Fire District Project rollovers into fiscal year 21/22 according to actuals after end-of-year close-out.**

STATEMENT OF ISSUE

Budget amendment 21-22-026 is making adjustments to fiscal year 20/21 Special Benefit Fire District Project rollovers into fiscal year 21/22 according to actuals after end-of-year close-out.

RECOMMENDED ACTION

Move to adopt resolution 21-22-44 for Budget Amendment 21-22-026 to make adjustments to fiscal year 20/21 Special Benefit Fire District Project rollovers into fiscal year 21/22 according to actuals after end-of-year close-out.

FISCAL IMPACT

The fiscal impact for FY 21/22 is a decrease to the Fund 355 (HCFPIRN LTD Capital) in the amount of ($180,976.91) and an increase to Fund 151 (Infrastructure Surtax) in the amount of $10,024.97 with an overall net budget decrease of $170,951.94.

Attachments: 21-22-026 Fire District (Non SBD) Project Rollover Adj (BA).pdf
Res. 21.22.44_FireDistrict_NonSBD_Project_Rollover.BA.pdf

REVIEWED
O.M.B DEPARTMENT
December 8, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/10/2021** SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **See List**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fund Balance Forward	18033	54,146.00		2,328.96	51,817.04
E	355	2685	56200Z	Project Buildings	18033	57,580.95		2,328.96	55,251.99
R	151		3999110Z	Project Encumb Forward	18034	4,700.00		4,700.00	0.00
R	151		3999100Z	Project Fund Balance Forward	18034	0.00	4,700.00		4,700.00
R	151		3999100Z	Project Fund Balance Forward	18034	4,700.00	10,024.97		14,724.97
E	151	2672A	56200Z	Project Buildings	18034	4,700.00	10,024.97		14,724.97

REASON: **To adjust Fire District Project Rollovers and bring additional Fund Balances forward into FY21-22 in order to spend out the funds in the Fire Districts.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-026**

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-026

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fund Balance Forward	18034	0.00	49,993.45		49,993.45
E	355	2685	56200Z	Project Buildings	18034	1,800.00	49,993.45		51,793.45
R	355		3999100Z	Project Fund Balance Forward	18051	2,537,221.00		211,150.21	2,326,070.79
E	355	2685	56200Z	Project Buildings	18051	2,737,919.20		211,150.21	2,526,768.99
R	355		3999100Z	Project Fund Balance Forward	19010	106,549.00		17,491.19	89,057.81
E	355	2685	56200Z	Project Buildings	19010	125,416.17		17,491.19	107,924.98
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 10/11/2010

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-026

FUND(S)	FUND TITLE(S)
355	HCFPIRN LTD Capital
151	Infrastructure Surtax

COST CENTER(S)	COST CENTER TITLE(S)
2685	HCFPIRN LTD Capital Exps
2672A	Facilities Management 151

FND	CST CTR	PROJ #	PROJECT TITLE
355	2685	18033	Fire Rescue Stations 18
151	2672A	18034	Fire/EMS Admin Bldg (Kenilworth/Headquarters)
355	2685	18034	Fire/EMS Admin Bldg (Kenilworth/Headquarters)
355	2685	18051	Fire Rescue Station 36
355	2685	19010	Desoto City ST 19

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

RESOLUTION NO. 21-22-44

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 20-21-026 TO THE HCFPIRN LTD CAPTIAL FUND AND 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 HCFPIRN LTD Capital Fund and 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 20-21-026 is hereby approved and authorized to make adjustments and corrections to the rollover project balances from fiscal year 20/21 into the current fiscal year 21/22 to properly budget the available funds for the projects in 21/22 to maintain the authorized balances for a net decrease in the amount of $170,951.94.

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 21st day of December, 2021.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER:	**Richard Fleeger, Parks & Facilities Superintendent** **Tanya Cannady, Business Services Director** **Sarah Albritton, Capital Project Manager**
SUBJECT/TITLE:	**Consideration to approve the Contract Agreement between Highlands County Board of County Commissioners and E.O. Koch Construction Co. for the Sebring Library Roof Replacement, Project no. 20038 in the amount of $194,814.00 and approve up to a 10% project contingency allowance with County Administrators approval.**

STATEMENT OF ISSUE

On September 22, 2021 bids were received from (3) contractors for ITB 21-025, Sebring Library Roof Replacement Project. The Low Bidder notified the County that due to market conditions and increase cost of materials, they are no longer able to hold their bid price. The Bid is being awarded to the lowest responsive and responsible bidder that can complete the project for the bid price. E.O. Koch Company is recommended the award of the Sebring Library Roof project. The project budget which was approved in FY20-21 CFS is adequate to cover this cost and a 10% contingency allowance. Staff recommends that the project be awarded to E.O. Koch Construction Co.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County Board of County Commissioners and E.O. Koch Construction Co, for the Sebring Library Roof Replacement, Project No. 20038 in the amount of $194,814.00 and approve up to a 10% project contingency allowance with County Administrators approval.

FISCAL IMPACT

The fiscal impact will be $194,814 to Project 20038, however, the funding for this project has already been approved and budgeted.

Attachments: 21-025 Submission E O Koch Construction.pdf
21-025 Sebring Library Agreement-EO Koch signed.pdf

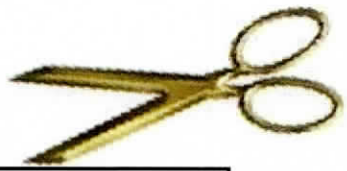
Sealed Submission Label

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: **Highlands County Purchasing Department**
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: **Lori DeLoach, Purchasing Analyst**
(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •

SOLICITATION NO.: **ITB 21-025**

SOLICITATION TITLE: **Sebring Library Roof Replacement**

DATE DUE: **Wednesday, September 22, 2021**

TIME DUE: Prior to: **3:30 PM**

SUBMITTED BY: E.O. KOCH CONSTRUCTION CO.
(Name of Company)

ADMIN@EOKOCH.COM
e-mail address

863-385-8649
Telephone

DELIVER TO:
Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor (Lori DeLoach)
600 South Commerce Avenue
Sebring, Florida 33870

Note: submissions received after the time and date above will not be accepted.

SECTION 00300
BID FORM
ITB 21-025

PROJECT IDENTIFICATION: SEBRING LIBRARY BUILDING ROOF REPLACEMENT
PROJECT NO. 20038

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Division
600 S. Commerce Ave.
Sebring, FL 33870

BID SUBMITTED BY:

E. O. Koch Construction, Co.
[Bidder's Name]

Aaron Nadaskay
[Bidder's Authorized Representative's Name]

1417 Swank Avenue
[Bidder's Address 1]

Sebring, FL 33870
[Bidder's Address 2]

Aaron Nadaskay
[Print Contact Person's Name for this Bid]

admin@eokoch.com
[Contact Person's Email Address]

(863) 385-8649
[Contact Person's Phone Number]

65-0586781
[Employer Identification Number/Federal Employer Identification]

1. The Bidder proposes and agrees, if this Bid is accepted, to furnish all labor, materials, and equipment to construct and complete the Work according to and as specified or indicated herein and the Bidding Documents for the Bid Price and within the time periods stated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of the other documents required by this ITB within fifteen (15) days after the date of County's Notice of Award.

3. In submitting this Bid, Bidder represents that:

   a. Bidder has examined and carefully studied the Bidding Documents, including the following Addenda, receipt of all of which is hereby acknowledged: (Addenda Number/Addenda Date)

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
#1	09/09/21	#2	9-14-21				

   b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance, and furnishing of the Work;

   c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

   d. Bidder acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

   e. Bidder is aware of the general nature of the Work to be performed by County and others at the Site that relates to the Work.

   f. Bidder has correlated information known to Bidder, information and observations obtained from visits to the Site and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

   g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.

4. Pricing

Bidder will complete the Work in accordance with the Contract Documents for the following Base Bid Price. Award will be based on the Base Bid Amount and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder.

*Allowance(s) are for bidding purposes only and shall be reimbursed at cost, no markup. Where actual expenditure is less than the allowance the County retains any unused allowance. Where an actual expenditure is greater than the allowance the County will reimburse at cost. Copies of paid expenditures are to be attached to the payment request to certify "at cost" allocation(s).

BASE BID AMOUNT:

Task No.	Item Description	Unit of Measure	Extended Price
1	Bonds & Insurance (reimbursed at cost)	At cost	2826.00
2	Permit Fee Allowance*	At cost	2500.00
3	Government Center Roof Replacement, A/C modification to meet code and installation of ships ladder all in accordance with solicitation documents.	Lump Sum	189,488.00
BASE BID AMOUNT (Numeric): (Total task 1-3)			$ 194,814.00
BASE BID AMOUNT (Written in words): One Hundered Ninety-Four Thousand Eight Hundred Fourteen and 00/100 Dollars			

5. Bidder agrees that the Work will be **substantially complete within one hundred fifty (150) calendar days** and achieve final completion and ready **for final payment within one hundred eighty (180) calendar** days after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirtieth (30th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

6. Communications concerning this Bid have been addressed only to the contacts listed in Article 23 of Section 00100.

State Contractor License No. CGC1522353 Expiration 08/31/2022

SUBMITTED on September 22, 2021

If Bidder is:

An Individual:

Individual Name: _____

Signature: _____

Doing business as: _____

Business address: _____

Phone No.: _____

A Partnership:

(SEAL)

Partnership's name: _____

State in which organized: _____

Type of partnership: _____

Name of general partner: _____

Signature: _____

Business address: _____

Phone No.: _____

A Corporation:

(SEAL)

Corporation's name: E. O. Koch Construction, Co.

State of incorporation: Florida

Name of authorized person to sign: Aaron Nadaskay

Title: Vice President

Signature: _____

Date of qualification to do business: June 26, 1995

Attest: (Secretary) _____

Mike Zimmerman

Business address: 1417 Swank Avenue, Sebring, FL 33870

Phone No.: (863) 385-8649

A Limited Liability Company:

Limited Liability Company's name: _____

State in which registered: _____

Type of limited liability company (member managed or manager managed) _____

Name of manager or authorized member to sign: _____

Signature: _____

Business address: _____

Phone No.: _____

A Joint Venture:

(SEAL)

Name 1: _____

Signature 1: _____

Address 1: _____

Name 2: _____

Signature 2: _____

Address 2: _____

Address for receipt of official communications: _____

Phone number for official communications: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

7. Documentation included with Bid package

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County. Any form not applicable is to be returned marked "N/A"

The list of forms below is meant only as a guide. It is the <u>Proposer's responsibility</u> to review and include all requested and required documentation.

Forms	**YES**	**NO**
Bid Form, include acknowledgement of all addenda, signed by bidder	✓	
Section 00160 – Certification pursuant 287.135, Florida Statutes, "Scrutinized Companies"	✓	
Statement of compliance with Section 287.087, Florida Statutes, as a "Drug Free Workplace"	✓	
Statement of compliance with Section 287.133, Florida Statutes, as a "Public Entity Crime"	✓	
Statement of compliance with Section 287.134, Florida Statutes, as a "Discrimination"	✓	
Certification of participation in E-Verify	✓	
Local Preference Affidavit (Include a copy of your Affidavit if applicable)	✓	
Subcontractor List Form	✓	
Requested Documentation	**YES**	**NO**
Woman or Minority Owned Business (Include a copy of your certificate if applicable)		✓
Required Bidder's Qualification Statement with supporting data included	✓	
Qualifications of Bidder: • A list of a minimum of (5) five reference jobs in last three (3) years similar in scope and size included • Contractor Experience, 5 years • Supervisory and staffing capabilities with resumes of supervisory personnel planned for the Work and the number and classification of personnel required per shift.	✓	
Acord Insurance Certificate Included (sample only)	✓	
Bid Security in the form of_____ (mandatory for bids over $100,000)	✓	
Copy of any applicable Licenses • Building or General Contractor	✓	
Sunbiz.org print out for the bidder's tax identification number/name	✓	
Sealed Submittal Label (affix to outside of submittal package)	✓	
Statement of "No Bid" (if applicable)		
Other _____		

-END OF SECTION-

SECTION 00160
CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES,
Scrutinized Companies

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Aaron Nadaskay, Vice President
[Print individual's name and title]

for E. O. Koch Construction, Co., State of Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1417 Swank Avenue, Sebring, FL 33870 and

whose Federal Employer Identification Number (FEIN) is 65-0586781 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Aaron Nadaskay

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22nd day of September, 20 21, by Aaron Nadaskay, as Vice President, the duly authorized officer of E. O. Koch Construction, Co., on its behalf, who is either personally known to me [N] or has produced known to me as identification [ ].

(AFFIX NOTARY SEAL)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

Print Name: Nettie E. Crafton
Notary Public, State of Florida
Commission No. GG 323242
My Commission Expires: April 16, 2023

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Aaron Nadaskay, Vice President
[Print individual's name and title]

for E. O. Koch Construction, Co., State of Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1417 Swank Avenue, Sebring, FL 33870 and

whose Federal Employer Identification Number (FEIN) is 65-0586781 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Aaron Nadaskay Date: 09 / 22/21

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22nd day of September, 2021, by Aaron Nadaskay, as Vice President, the duly authorized officer of E. O. Koch Construction, Co., on its behalf, who is either personally known to me [ ] or has produced known to me as identification [ ].

Signature:
Print Name: Nettie E. Crafton
Notary Public, State of Florida
Commission No. GG 323242
My Commission Expires: April 16, 2023

(AFFIX NOTARY SEAL)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

DESCRIPTION OF CONTRACT: Sebring Library Roof Replacement

STATE OF FLORIDA }ss
COUNTY OF Highlands }

Before me, the undersigned authority, personally appeared Aaron Nadaskay who, being by me first duly sworn, made the following statement:

1. The business address of 1417 Swank Avenue, Sebring, FL 33870 (name of bidder or contractor), is E. O. Koch Construction, Co.

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the

bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.
(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: Aaron Nadaskay

Print Title: Vice President

On 22nd day of September, 20 21.

Sworn and subscribed before me in the State and County first mentioned above on the 22nd day of September, 20 21.

Signature: _____

Print Name: Nettie E. Crafton

Notary Public, State of Florida

Commission No. GG 323242

My Commission Expires: April 16, 2023

(AFFIX NOTARY SEAL)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Aaron Nadaskay, Vice President
[Print individual's name and title]

for E. O. Koch Construction, Co., State of Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1417 Swank Avenue, Sebring, FL 33870 and

whose Federal Employer Identification Number (FEIN) is 65-0586781 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Aaron Nadaskay Date: 09/22/21

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22nd day of September, 2021, by Aaron Nadaskay, as Vice President, the duly authorized officer of E. O. Koch Construction, Co., on its behalf, who is either personally known to me [ ] or has produced known to me as identification [ ].

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

Signature:
Print Name: Nettie E. Crafton
Notary Public, State of Florida
Commission No. GG 323242
My Commission Expires: April 16, 2023

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Aaron Nadaskay, Vice President
[Print individual's name and title]

for E. O. Koch Construction, Co., State of Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1417 Swank Avenue, Sebring, FL 33870 and

whose Federal Employer Identification Number (FEIN) is 65-0586781 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 410269

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Aaron Nadaskay Date: 09/23/21

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22nd day of September, 2021, by Aaron Nadaskay, as Vice President, the duly authorized officer of E. O. Koch Construction, Co., on its behalf, who is either personally known to me [X] or has produced known to me as identification [ ].

Signature:
Print Name: Nettie E. Crafton
Notary Public, State of Florida
Commission No. GG 323242
My Commission Expires: April 16, 2023

(AFFIX NOTARY SEAL)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Aaron Nadaskay, Vice President
[Print individual's name and title]

for E. O. Koch Construction, Co.,
[Print name of Company/Individual submitting sworn statement]

Whose business address is 1417 Swank Avenue, Sebring, FL 33870

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0586781

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.
YES X NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:
YES X NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.
YES X NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

_____
[Signature and Date]

STATE OF Florida
COUNTY OF Highlands

Subscribed and sworn before me, the undersigned notary public on this 22nd day of September, 2021.

_____ NETTIE E. CRAFTON MY COMMISSION # GG 323242 EXPIRES: April 16, 2023 Bonded Thru Notary Public Underwriters _____
NOTARY PUBLIC SEAL Commission Expiration Date

SUB-CONTRACTOR LIST

Sub-contractor Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Amount or Percentage of Total
Rex Roofing LLC	Roofing	Salvador Zuniga	(919) 559-4880 rexroofing@icloud.com	90

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter "TBD" (to be determined) for sub-contractor name, if unknown, then complete "Area of Work and Amount or Percentage" sections. Sub-contractor(s) are subject to approval by the County.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
SEBRING LIBRARY BUILDING ROOF REPLACEMENT

ITB – 21-025

E. O. KOCH CONSTRUCTION CO. – ROOF REFERENCES

The School Board of Highlands County
Fred Wild Elementary – Building 800 Reroof
3550 Youth Care Lane, Sebring, FL 33870
Contact Frank Brown, 863-471-5555

Hardee County – Fire Station #3
620 West Main Street, Bowling Green, LF 33834
Contact Danny Weeks, 863-773-3419
Danny.Weeks@hardeecounty.net

Department of Military Affairs – National Guard UTES Life Cycle Maintenance-Avon Park
2305 State Road 207, St. Augustine FL 32086
Contact Karla Castellon, Project Manager (904) 823-0365
karla.v.castellon.nfg@mail.mil

Hardee County – Hardee Lake Park
5502 Ollie Roberts Road, Bowling Green, FL 33834
Contact Danny Weeks, 863-773-3419
Danny.Weeks@hardeecounty.net

Highlands Little Theatre – Reroof
356 W. Center Street, Sebring FL 33870
Contact Vanessa Logsdon – (863) 382-2525

3019 Whippoorwill Ln,
Wauchula, FL 33873

Phone: 863-443-0643

Aaron Nadaskay

Education

University of North Florida — Jacksonville, FL

- Bachelor of Science, **Building Construction Management**
- Minor in **Business Administration**
- Member of Sigma Lambda Chi Honor Society
- Member of ABC, NAHB, and CMA student clubs

Work Experience

May 2007 to present - E.O. Koch Construction, Co.

Vice President, General Manager

- Develop schedule and budget for projects
- Quality Control of projects
- Specification Compliance including verification of submittals and implementation.
- Coordinate project meetings with Subcontractors, Owners, and Architects and Engineers.
- Prepare Closeout Documents and Warranties for Owners.

January 2007 to May 2007 - MM Parrish Construction

Assistant Project Manager

- Assisted project manager in all aspects of construction
- Checked submittals and shop drawings to verify accuracy with contract documents.
- Processed all invoices and direct purchase orders.

February 2005 to December 2006 - Engle Homes

Assistant Superintendent

- Assisted superintendent in all aspects of construction from Pre Start Orientation to Closing Walk.
- Scheduled subcontractors for construction phases of homes.
- Supervised quality of subcontractor's work.
- Punch out homes and prepare homes for Homeowner Occupation.

Achievements

- State of Florida Certified General Contractor - License # CGC1522353
- State of Florida Certified Roofing Contractor - License # CCC1333048

Memberships

- LEED AP
- OSHA Certified (30hr Training)
- Member of Hardee County Builders Association
- Member of NAHB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2021

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

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

PRODUCER	CONTACT NAME: Clark Devore
Heacock Insurance Group, LLC 32313 Broadway St., Suite 101 Sebring FL 33870	PHONE (A/C, No, Ext): 863-683-2228 FAX (A/C, No): 863-683-3309 E-MAIL ADDRESS: cdevore@heacock.com

INSURED	EOKOCHC-01
E.O. Koch Construction Company P O Box 1965 Sebring FL 33871-1965	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 49173663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	72218646	8/10/2021	8/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	4976930202	8/10/2021	8/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	4976930203	8/10/2021	8/10/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
B A	Owners/Contractors Protected Liab Inland Marine			72335200 72218646	5/7/2021 8/10/2021	5/7/2022 8/10/2022	Each Occurrence Leased/Rented Equip	$1,000,000 $50,000

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

Job Reference: ITB No. 19-013 Health Department HVAC Upgrade, Restroom/Shower & Generator Replacement
Project Number: 16065
Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an Additional Insured in regards to General Liability and Auto Liability when required by a written contract or agreement. Coverage afforded to additional insured is primary and non-contributory.
Waiver of Subrogation applies in favor of the certificate holder with regard to General Liability and Auto Liability when required by written contract or agreement.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
Highlands County, a Political Subdivision
of the state of Florida
600 S. Commerce Ave
Sebring FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date: 12/15/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-67-644

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

E.O. Koch Construction, Co.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name: JOB: IT UPS FLOOR

ISSUE 09-26-18 (KLR)

Begin Date: 3/20/2016

CERTIFICATE HOLDER

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
501 S. COMMERCE AVE
SEBRING, FL 33870

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Executed In 1 Counterpart(s)

SECTION 00410
BID BOND
ITB 21-025

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS, that we E. O. Koch Construction Co. ---------- (hereinafter called "Principal"), and North American Specialty Insurance Company ---------- as Surety, (hereinafter called "Surety"), are held and firmly bound unto the Highlands County, a political subdivision of the State of Florida (hereinafter called "Owner"), in the sum of Five Percent of Amount Bid -------- Dollars ($ ----------5%--------), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the said "Owner" for Bid No. ITB 21-025.

SEBRING LIBRARY BUILDING ROOF REPLACEMENT
HIGHLANDS COUNTY PROJECT NUMBER: 20038

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of not less than five percent (5%) of the amount of bid be submitted with said bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the "Owner" within fifteen (15) consecutive calendar days after having been given notice of the award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid of the "Principal" herein be accepted and said "Principal", within fifteen (15)

consecutive calendar days after notice being given of such acceptance, enter into a written contract with the "Owner", then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the "Owner", and the "Surety" herein agrees to pay said sum immediately upon demand of said "Owner", in good and lawful money of the United States of America; as liquidated damages for failure thereof said "Principal".

IN WITNESS WHEREOF, the said E. O. Koch Construction Co., as "Principal" herein, has caused these presents to be signed in its name by its VICE-PRESIDENT and attested by its Witness under its corporate seal, and the said North American Specialty Insurance Company as "Surety" herein, has caused these presents to be signed in its name by Lisa A. Roseland and attested by its Witness under its corporate seal, this 22nd day of September, A.D. 2021.

ATTEST:
M. Green-Smith
Title: Witness

CONTRACTOR, AS PRINCIPAL:
E. O. Koch Construction Co.
By: _____ (Seal)
Title: VICE-PRESIDENT, MIKE ZIMMERMAN

ATTEST:
Brianna Stephenson
Brianna Stephenson
Title: Witness

AS SURETY:
North American Specialty Insurance Company
By: Lisa A. Roseland (Seal)
Lisa A. Roseland*
Title: Attorney-In-Fact & FL Licensed Resident Agent
*Inquiries: 407-786-7770

END OF SECTION

G:\BUS\PUR\.New PUR (To be Retained)\BIDS OCT 2020 THRU SEPT 2021\21-025 ITB Sebring Library Roof (advertised)\2 - Draft Solicitation Docs\SECTION 00410 BID BOND.docx

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL A. FOLEY, LISA A. ROSELAND,

EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, SARAH K. O'LINN, JENNA R. DELGADO, CORALISE M. MEDAL, HIENEKA C. HARRINGTON and BRIANNA T. STEPHENSON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 9th day of MARCH, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 9th day of MARCH, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of September, 20 21

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NADASKAY, AARON SCOTT

E.O. KOCH CONSTRUCTION, CO.
1417 SWANK AVE
SEBRING FL 33870

LICENSE NUMBER: CGC1522353

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Detail by Entity Name

Florida Profit Corporation
E.O. KOCH CONSTRUCTION, CO.

Filing Information

Document Number	P95000049725
FEI/EIN Number	65-0586781
Date Filed	06/26/1995
State	FL
Status	ACTIVE

Principal Address

1417 SWANK AVE
SEBRING, FL 33870

Changed: 02/20/2007

Mailing Address

PO BOX 1965
SEBRING, FL 33871

Changed: 02/20/2007

Registered Agent Name & Address

KOCH , EDWARD O, Jr.
1417 SWANK AVENUE
SEBRING, FL 33870

Name Changed: 02/12/2014

Address Changed: 03/08/2011

Officer/Director Detail

Name & Address

Title President, Director

KOCH, EDWARD O, Jr.
1417 SWANK AVE
SEBRING, FL 33870

Title VP, Secretary, Treasurer, Director

ZIMMERMAN, MICHAEL B
1417 SWANK AVE
SEBRING, FL 33870

Title VP, General Manager, Director

NADASKAY, AARON S
1417 SWANK AVENUE
SEBRING, FL 33870

Annual Reports

Report Year	Filed Date
2019	03/07/2019
2020	02/03/2020
2021	02/03/2021

Document Images

02/03/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
03/07/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
09/01/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
04/16/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2014 -- ANNUAL REPORT	View image in PDF format
02/06/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
03/08/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
01/22/2008 -- ANNUAL REPORT	View image in PDF format
02/20/2007 -- ANNUAL REPORT	View image in PDF format
02/09/2006 -- ANNUAL REPORT	View image in PDF format
01/21/2005 -- ANNUAL REPORT	View image in PDF format
02/09/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
04/16/2002 -- ANNUAL REPORT	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
03/30/2000 -- ANNUAL REPORT	View image in PDF format
04/06/1999 -- ANNUAL REPORT	View image in PDF format
04/06/1998 -- ANNUAL REPORT	View image in PDF format
04/02/1997 -- ANNUAL REPORT	View image in PDF format
04/05/1996 -- ANNUAL REPORT	View image in PDF format
06/26/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and E.O. KOCH CONSTRUCTION, CO. 1417 Swank Ave., Sebring, FL 33870 FEIN # 65-0586781, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Roofing Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-025; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-025; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The scope of work contemplated by this agreement shall be fully complete and ready for final payment within one hundred, eighty (180) days from the date of execution of this agreement.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

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

SECTION 6. STANDARD OF CARE.

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

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

SECTION 7. COMPENSATION.

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

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 10. INSURANCE.

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

1. AUTOMOBILE:
2. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. That insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage;

3. GENERAL LIABILITY:
   Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations,

independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at $100,000;

4. EXCESS COVERAGE: Contractor may satisfy the required minimum liability limits with an Umbrella or Excess Liability policy. Contractor agrees to endorse Owner and its elected officials, agents, employees, and volunteers, in the manner required by Section 10, B, 4., as Additional Insureds unless the Umbrella provides "follow form" provisions of the underlying policies. This must be confirmed in writing on the Certificate of Insurance;

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation. Additional Insureds status for Completed Operations must be provided without time limitation or for a minimum of 5 years following completion of the Project.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices

required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Randy Vosburg 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@bellroperlaw.com
CONTRACTOR:	E.O. Koch Construction, Co. Attn: Aaron Nadaskay 1417 Swank Avenue Sebring, FL 33870

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective

date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 15th day of December, 2021.

CONTRACTOR

By: _____

Print: Edward O. Koch Jr.

Title: President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Edward O. Koch Jr., as President, of E.O. Koch Construction, Co., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced known to me as identification, and who did/did not take an oath this 15th day of December, 2021.

(stamp)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Exhibit "A"
Scope of Services

Highlands County Sebring Library Roof Replacement Invitation to Bid 21-025 as revised in Addendum 1 9/9/2021

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by the Contract.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Sebring Library Roof Replacement Project.

1. Project Location: 319 W. Center Ave., Sebring, Florida.
2. Project No.: 20038 ITB 21-025

B. Owner: Highlands County Board of County Commissioners.

1. Owner's Representative: Sarah Albritton, Capital Projects Manager.

1.4 WORK COVERED BY THE CONTRACT

1. The Contractor shall furnish all labor, materials, tools, equipment, supervision and permits necessary to prepare the current roof surface and complete the installation of a new weather and watertight High Performance KEE Roofing Membrane system and shingle roof including roof insulation and/or coverboards, flashing, and accessories in strict accordance with the contract, Highlands County Building Code and the Roof System Manufacturer's (MRSM) most current specifications and details.

2. This roofing project consists of using high quality architectural shingles with 30 year manufacturer warranty and the FiberTite KEE ASTM D 6754 compliant membrane as the basis of design.

3. Alternate KEE membrane substitution must have certification, by letter from the Membrane Roof System Manufacturer, stating it complies with ASTM D 6754 Standard Specification for Ketone Ethylene Ester Based Sheet Roofing. Additionally, the alternate KEE membrane formulation must have a minimum of 20 years of successful performance history in the state of Florida. Roof system manufacturer must provide locations to be visited for performance inspection by the Owner and or their designated representative.

4. The roofing contractor shall be an "Authorized Roofing Contractor" of the MRSM in good standing and be fully knowledgeable of all the requirements within the specification as well as all job site conditions that could affect their work.

5. The roofing contractor shall confirm all given information and notify the building owner / owner's representative, no later than the RFI deadline, of any conflicts that will affect the quality or cost of the proposal.

6. Failure to submit a timely pre-qualification proposal will be grounds for total rejection of the contractor's proposal.

7. Contractor shall provide protection of lower roofing systems, storm drainage, electrical and mechanical connections; staging and repair of staging area(s). Contractor must also provide protection measures for continued pedestrian access and the uninterrupted operation of existing facilities.

8. If required for permitting, awarded contractor to provide stamped engineering for reroof scope and engineered components such as railings, ladders, hatches, A/C work, etc.

9. Contractor to coordinate staging, mobilization, dumpsters, and permitting with owner at pre-construction meeting.

B. Arial View of Project site and general description of existing roof system.



1. All areas of the existing roof are:

Phase I
Roof Area 3 (higher roof platform in middle of asphalt roof)
Roof Area 4 Current Shingle Roof
Phase II
Roof Area 1 (higher roof) has a wood deck.
Roof Area 2 (lower/middle roof) has steel deck.

C. The Scope of Work

1. Contractor to coordinate staging, mobilization, dumpsters, and permitting with owner at pre-construction meeting.
2. If required for permitting, contractor to provide roof plan with elevation of deck and parapet walls, drawings and or stamped engineered plans.
3. Complete tear off of existing roof, all vertical flashings, coping metal, pitch pans, and expansion joint down to deck.
4. Remove all debris and ensure surface of deck is clean and ready to receive the new roof system.
5. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.
6. The work may be completed in two phases to expedite the completion of the portion of roof that is currently leaking. The roof should be left in watertight condition at all times. Contractor must provide a complete by date for Phase I and guarantee enough product is on hand to complete phase and must provide a complete by date for Phase II if both phases are not completed at the same time.

For Roof Area 1, 2, 3

7. Contractor to follow membrane manufacturer installation specifications and details to obtain a 20 year No Dollar Limit, NDL for this project.
8. Loose lay Polyisocyanurate.
    a. Roof Area 1: Flat insulation. Two layers of 2.0" 4x8.
    b. Roof Area 2: Tapered Insulation with minimum thickness to match original scupper height. Shop fabricate new resized PVC Clad Metal overflow or flow-thru parapet wall scupper drains to original size and visually match others on exterior of building.
    c. Roof Area 3: Overlay with mechanically attached fleeceback KEE membrane
9. To ensure proper slope to drains, install crickets to minimize ponding water, duplicating existing slope at the edges.
10. Preliminary attached 1/2" Gypsum Coverboard per membrane manufacturers requirements.
11. Mechanically attached membrane to exceed building wind design requirements.
12. Reuse existing surface mount counter flashing. If damaged, replace. Provide unit cost to replace damaged counter flashing.
13. Provide Metal Era edge detail as specified supplied by membrane manufacturer.
    Contractor to provide owner a 20 Year NDL Warranty at completion of project. All components to be purchased from membrane manufacturer are to be included in the warranty.
14. Install walkway pad from hatch to new ladder location on roof 1 and at base on roof 2 and on roof 2 at rear of building adjacent to concrete pad for ladder access. Owner to approve location.
15. Contractor to install telescoping steel ladder safety post inside roof hatch.
16. Install roof top ladder connecting roof area 2 and 1. Attached per current building code. Owner to approve location.
17. Shop fabricate and install new PVC Clad Metal overflow or flow-thru parapet wall scupper drains at existing drains. **Install new 4" by 5" down spouts. Ensure fasteners are adhered to manufactures specifications and are sized and secured in a manner that does not impede the flow of water or leaves. Ensure scuppers and down spouts are same color as existing facia.**
18. A. Roof Area 1: Remove EFIS Coping and replace with Metal Era Coping according to specified detail.

B. Roof Area 2: Enclose overhang area according to specified detail.

For Roof Areas 4 (shingle area)

1. Follow manufacturer installation specifications for High Quality Architectural Shingles preferably tan (final color will be approved by owner) with corresponding and details to have manufacturers standard 30-year material warranty.
2. Remove existing roofing materials down to a clean, smooth workable surface.

Furnish and install new gutters, down spouts and trim. ~~Gutter at front and rear of building where building additions meet should be replaced with larger gutters to accommodate large water flow from both valleys.~~ **Replace gutters with 8" Bullnose Box Gutters and 4" by 5" down spouts in same color as existing facia. Do not replace water diverter(s). Ensure gutters are sealed and fasteners are correctly sized and adhered in a manner that does not impede the flow of water or**

leaves.

3. Replace drip edge with PVC Clad metal drip edge. Set in sealant and flash per manufacturers recommendations.
4. Replace any deteriorated decking with like decking material and re-nail all decking to meet South Florida Building Codes. Provide unit cost to replace deteriorated decking material.
5. Dry in existing roof with self-adhered underlayment material to meet or exceed current code.
6. Inspect all facia, flashing, and fasteners for defects and replace. Provide unit cost to replace.
7. Install 26 gauge "W" valley flashing (V crimp in center) with hems fastened with cleat clip and adhere shingles per code. Do not nail into valley flashing.
8. Shingles to be fastened with 6 roofing nails per shingle.
9. Owners representative and Contractor shall field verify and agree upon the quantity of materials to replace.
10. Replace all vent pipes with natural rubber vents or other material after approved by owner.
11. Ventilation must meet or exceed local code requirements.

    i. Type of Contract.

        1. Project will be constructed under a single prime contract.

12. ACCESS TO SITE

    i. General: Contractor shall have limited use of Project site for construction operations. The contractor should coordinate staging, mobilization, dumpsters and roof access with the owner at the pre-construction meeting.

    ii. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

        1. Limits: Confine construction operations to roof and Owner approved staging area. Coordinate Contractor parking area with Owner.
        2. Driveways, Walkways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, patrons, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

            - Schedule deliveries to minimize use of driveways and entrances by construction operations.
            - Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- Contractor must have an authorized representative on-site to inspect, receive and properly secure all deliveries.
- The contractor shall employ one person on the ground (safety monitor) when working around building entrances and exits. This individual will serve as safety monitor of the work activities at entrances and exits to each building, to ensure work above these entrances and exits ceases when employees or patrons enter or leave the building.

iii. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Damage caused by construction operations is the responsibility of the Contractor and will be repaired at no additional expense to the County.

13. COORDINATION WITH OCCUPANTS

i. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

14. WORK RESTRICTIONS

i. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

ii. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.

iii. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than three days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

iv. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner. Any disruptions that effect the Owners ability conduct normal business will be scheduled on weekends or outside of normal business hours.

1. Notify Owner not less than three days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

v. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

15. SPECIFICATION AND DRAWING CONVENTIONS

i. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

ii. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

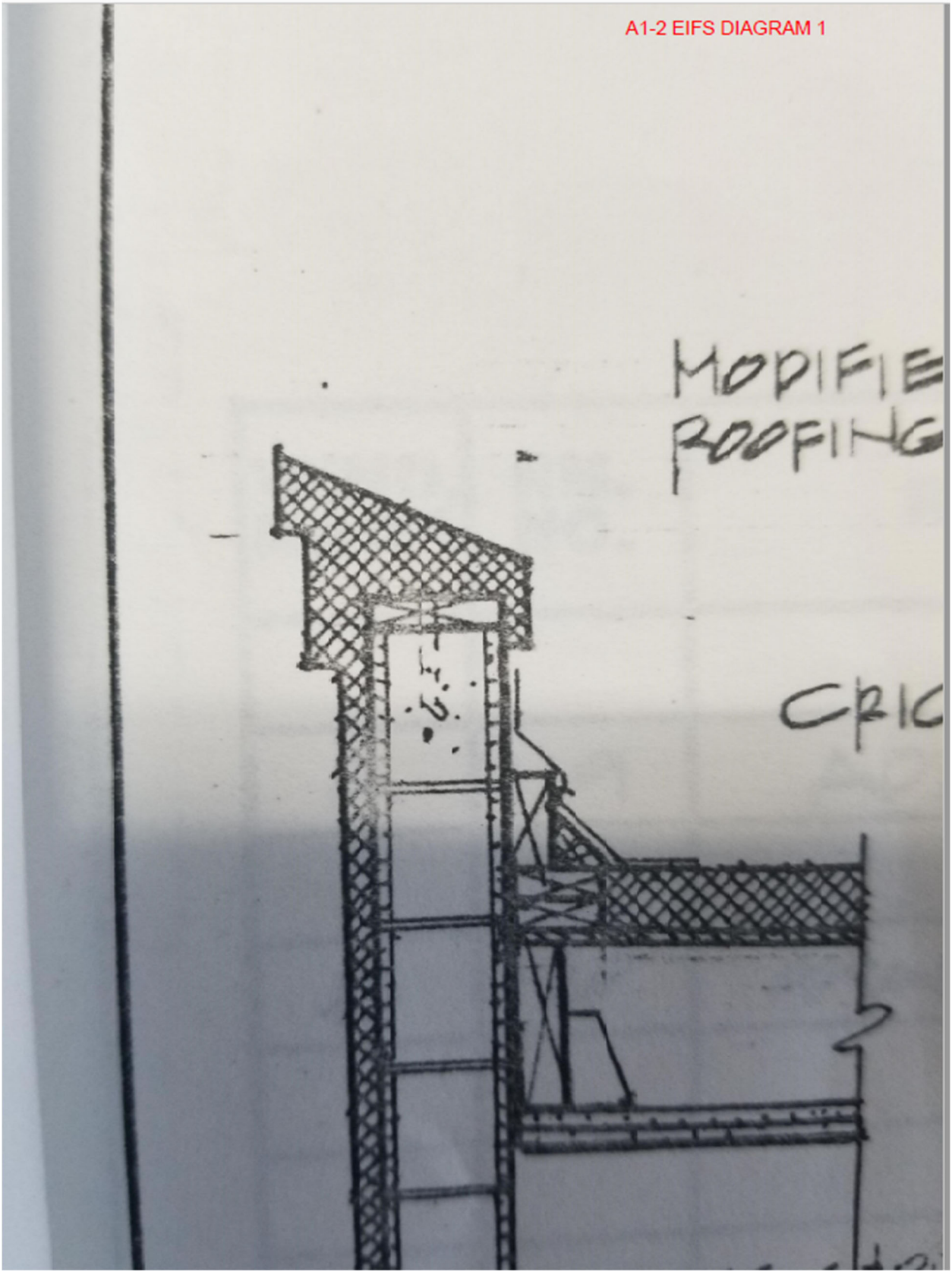
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

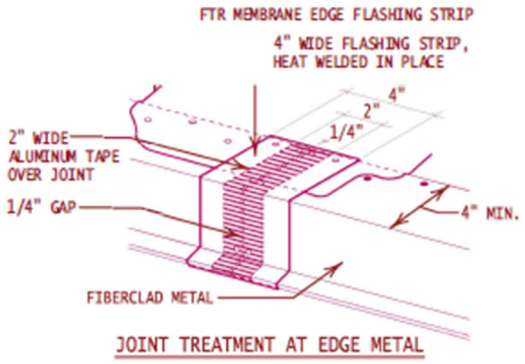
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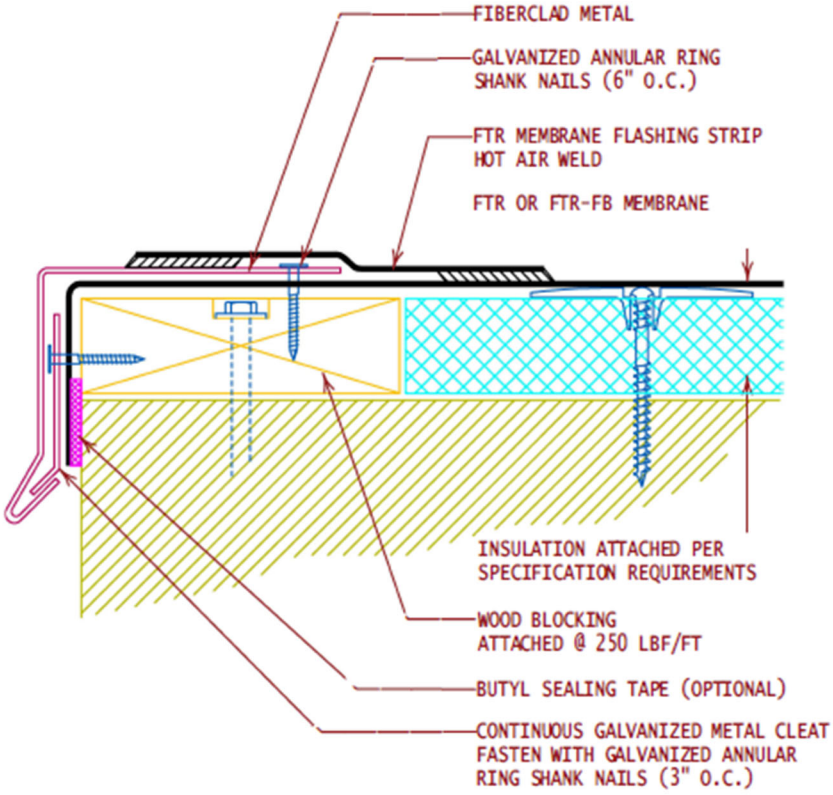
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A1-2 EIFS DIAGRAM 1



As further defined and clarified in Addendum 2 09/14/2021





GENERAL REFERENCE:
"FTR GS 02/13"
APPLICABLE SYSTEMS:
"FTR MA 02/13"
"FTR AD 02/13"

TYPICAL EDGE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	02-10-14	FTR-DE1

Form A Pullout Test Report

(Refer to the ANSI/SPRI FX-1 **Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners** for full documentation)

Job name:	Highlands County Sebring Library				
Location:	319 W Center Ave, Sebring, FL				
Test date:	9/9/2021		**Ambient temperature:**	90 F	*°F*
Roof area:	Aprx 6,000	*sq. ft*	**Tester manufacturer:**	Com-Ten/ Digital	
Max. capacity of tester:	2,000 lbs		**Select one:**	☒ *lbf*	☐ *kN*
Date of last calibration:	2/19/2021		**Number of pulls recorded on Form B:**	6	
Fastener tested:	#15 Dekfast screw		**Fastener manufacturer:**	SFS Group USA	
Fastener tested:	text		**Fastener manufacturer:**	text	
Fastener tested:	text		**Fastener manufacturer:**	text	
Test performed by:	Harley Coleman - SFS Group USA				
Witnessed by:	Shawn Sulzener - Fibertite		**Test cut areas repaired by:**	Shawn Sulzener	
Project type (select one)**:**	☐ New construction		☒ Tear off	☐ Retrofit	

Deck type (select one):						
☒ Steel	Gauge:	text	*ga*			
☐ Structural concrete	Thickness:	text	*in*	Select one:	☐ Poured in place	☐ Precast
☐ Lightweight concrete	Thickness:	text	*in*			
☐ Insulating concrete	Thickness:	text	*in*			
☐ Cementious wood fiber	Thickness:	text	*in*			
☐ Gypsum	Thickness:	text	*in*	Select one:	☐ Poured in place	☐ Precast
☒ Wood	Thickness:	text	*in*	Select one:	☐ OSB ☐ Plywood	☐ Plank
☐ Fiberglass	Thickness:	text	*in*			
☐ Other:	Thickness:	text	*in*			
Embedment or protrusion:	1"		*in*			
Drill bit diameter, where applicable:		Dia.	*in*			

Optional Information

Test time:	8:00 AM	**Building height:**	Ht.	*ft*	**Thickness of existing roof assembly:**	Thickness	*in*
New system manufacturer:	Fibertite						

Roof cover type (select one):		
☒ Mech. attached single-ply	☐ Modified bitumen	
☐ Ballasted single-ply	☐ Built-up roofing	
☐ Adhered single-ply	☐ Other:	

New insulation type:	Enter New insulation here	**Thickness:**	Ins. Thk.	*in*

Form B Pullout Test Report

Pull-Test Results

Test Number	Result (lbf)	Result (kN)
1	595	2.67
2	663	2.97
3	660	2.96
4		0.00
5		0.00
6		0.00
7		0.00
8		0.00
9		0.00
10		0.00
11		0.00
12		0.00
13		0.00
14		0.00
15		0.00
16		0.00
17		0.00
18		0.00
19		0.00
20		0.00
Average	**639.333333**	2.87
Std Dev	38.4	0.17
COV	6%	6%

Additional Test Results (see C4.5)

Test Number	Result (lbf)	Result (kN)
21	703	3.15
22	802	3.59
23	711	3.19
24		0.00
25		0.00
26		0.00
27		0.00
28		0.00
29		0.00
30		0.00
31		0.00
32		0.00
33		0.00
34		0.00
35		0.00
36		0.00
37		0.00
38		0.00
39		0.00
40		0.00
Average	**739**	3.31
Std Dev	55.0	0.25
COV	7%	7%

Deviation from standard procedure authorized by:	Click here to enter person.
Reason for deviation (Comments):	
Click here to enter reason for deviation / comments.	

C4.5 (excerpt from ANSI/SPRI FX-1, 2016):

On certain projects, it may be necessary to perform additional pullout tests beyond the minimum number required in Section 4.5. This includes, but is not limited to, occasions when:

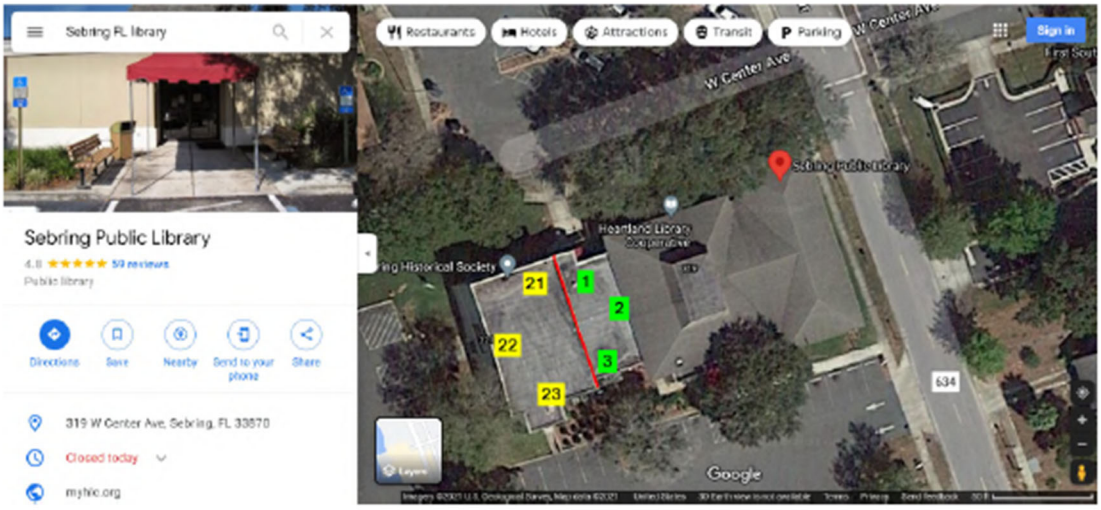
- Pullout tests that result in a coefficient of variation (COV) that exceeds 20%;
- Tests that are performed in decks that are inherently less consistent such as lightweight insulating concrete, cementitious wood fiber and gypsum;
- There exists multiple damaged or questionable areas;
- Water or other chemicals may have infiltrated the roof systems;
- Local building codes require additional tests; and/or
- Roofs with high wind loading should have pulls taken in all corners

Record the test results and the reasons for the additional tests in the comment section (above) on Form B (this form).
If there are anomalies in pull values, deck at the point of the anomaly should be inspected to determine cause. An anomaly is defined as one or more pullout values that fall exceedingly high or low from the population.

Roof plan not to scale. Identify where the pullouts were performed with corresponding test number.

Test #1-3 - #15 Dekfast screw - metal deck

Test #21-23 - #15 Dekfast screw - wood deck



Comments: Click here to enter additional comments.

Disclaimer: Manufacturing installation requirements shall be followed when using any of the tested fasteners. Neither the technician performing the pullout tests nor his/her company is responsible for the waterproofing integrity of the repairs. This test report does not certify the structural integrity of the roof deck.

Exhibit "B"

Pricing Schedule

BASE BID AMOUNT:

Task No.	Item Description	Unit of Measure	Extended Price
1	Bonds & Insurance (reimbursed at cost)	At cost	2826.00
2	Permit Fee Allowance*	At cost	2500.00
3	Government Center Roof Replacement, A/C modification to meet code and installation of ships ladder all in accordance with solicitation documents.	Lump Sum	189,488.00
BASE BID AMOUNT (Numeric): (Total task 1-3)			$ 194,814.00
BASE BID AMOUNT (Written in words): One Hundered Ninety-Four Thousand Eight Hundred Fourteen and 00/100 Dollars			

Due to possible product delay project may be completed in the following phases:

Phase 1: Roof Areas 3 and 4. $69,347.00

Phase 2: Roof Areas 1 and 2. $125,467.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21,2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Consideration of Addendum No. 1 to Consultant Service Agreement with Chastain-Skillman, Inc. for Environmental Services needed for the Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 21-22-029**

STATEMENT OF ISSUE

Attached for your approval is Addendum No. 1 to the Consultant Service Agreement (CSA) with Chastain-Skillman, Inc. in the amount of $55,110.00 for Environmental Services that will be needed to complete the Engineering Design and Permitting Services for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining for Cover Material project. Budget Amendment 21-22-029 will reallocate funds in the amount of $55,110.00 for the project and is attached for review and approval.

During the field review of the site for the proposed Highlands County Borrow Pit, several environmental constraints were detected. During the field review, two (2) adult Crested Caracaras were observed. Though no nest trees were observed, the project is in the United States Fish and Wildlife Service (USFWS) Crested Caracara Consultation Area and the area is conducive for foraging and nesting opportunities for this species. USFWS may require a formal nest survey to determine that this species is not nesting within the area of the project. This study can only be conducted between January 10 through April 30. If the study is not done and the USFWS requires the formal study during permit review, the county will need to wait an entire year to be able to do the study. (See Exhibit A of Addendum No. 1 to CSA) The cost of the Crested Caracara Survey/Monitoring and Agency Coordination Services will be $50,270.00.

A second environmental constraint that was also detected during the field review was the discovery of a bald eagle nest in the center of the site. Due to the location of the eagle nest within the project site an incidental take of the nest tree outside of nesting season appears to be the only option. This take permit must be obtained and the nest tree taken down prior to nesting season which starts October 1st of each year. (See Exhibit A of Addendum No. 1 to CSA) The cost to provide permitting and USFWS coordination to secure an Eagle Nest Take Permit for the removal of an active bald eagle nest within the Project limits outside of nesting season is $4,840.00.

The total cost for the environmental services is $55,110.00. Funds in the amount of $55,110.00 will need to be reallocated from Cost Center 9990F (Budgetary Expenditure 401), Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal) Account 53100Z (Project Professional Services).

RECOMMENDED ACTION

Move to approve Addendum No. 1 to the CSA with Chastain-Skillman, Inc. for Environmental Services needed for the Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 21-22-029 in the amount of $55,110.00.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $55,110.00 from the Solid Waste Reserve for Contingency account.

Attachments: Final Addendum Packet 12-16-21.pdf
21-22-029 Proj 20045 HCSWMC - Borrow Pit Mining (BA).pdf
21-22-029 Proj 20045 HC SWMC - Borrow Pit Mining (Reserve).pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following

☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	# Addendum No. 1 to CSA

Upon binding execution by both Parties, this CSA/TOA becomes an attachment to and a permanent part of the Standard Contract for Continuing Professional Services between HIGHLANDS COUNTY and Chastain Skillman, Inc. CONSULTANT'S agreement (identified by the Master Contract Date.) In accordance with Florida Statutes Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outline in the Contract for Continuing Services.

Project Amount: $55,110.00

Budget Account Number: Fund or cost center/account/project #, if applicable. 401/4210/53100Z/20045

RFP# 15-013 Category 2 Engineering

Master Contract Date: 05/05/15

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Caracara Scope of Work by Environmental Services Associates – subconsultant

☒ **Exhibit B** – Bald Eagle Scope of Work by Environmental Services Associates – subconsultant

☒ **Exhibit C** – Compensation

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Robert A. Diefendorf, Jr., Assistant to County Engineer	Print Name: Clinton Howerton, PE, County Engineer
X Robert A. Diefendorf 12/14/21	X Clinton Howerton 12-14-21
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: W. R. Cauthen, PE	Print Name: W.R. Cauthan, PE
X W R Cauthen 12/14/21	**Select one of the items below:** ☒Signer appears on Sunbiz.org OR
3. Consultant Signature Date	☐Signatory Authority is attached.

PURCHASING REVIEW

Purchasing Manager or Designee

Print Name:

X Christine Davis Digitally signed by Christine Davis Date: 2021.12.15 12:58:09 -05'00'

4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee

Print Name: Sherry G. Sutphen, County Attorney

X SGSutphen 12/15/2021

5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name:	Print Name:
X Laurie A. Hurner Digitally signed by Laurie A. Hurner Date: 2021.12.16 12:09:54 -05'00'	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

EXHIBIT A

ESA

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

www.esassoc.com

SCOPE OF SERVICE

Chastain Skillman – Highlands County Landfill – Highlands County, FL Crested Caracara Survey/Monitoring and Agency Coordination Services.

ESA is pleased to provide the following Scope of Service (SOS) in support of Chastain Skillman (CSI) by providing the following environmental services:

- Crested caracara (*Polyborus plancus audubonii*) approved (United States Fish and Wildlife Service (FWS)) survey / monitoring and reporting, and
- FWS coordination services.

Nest surveys for the crested caracara will be conducted prior to Project construction activities. These surveys are required in order to determine if the species is utilizing the site, and if identified, will impacts occur due to the proposed Project. A discussion of the required tasks is provided below.

Task 1 Crested Caracara Nest Monitoring/Survey and Reporting

Pursuant to the FWS survey guidelines, ESA scientists will conduct crested caracara nest surveys of appropriate habitat within and adjacent to the of +/- 50-acre Project footprint every other week from January 10 through April 30 (8 monitoring events for each station). Project biologists will conduct one morning survey, with biologists stationed for the 3-hour survey window (15 minutes prior to sunrise to 3 hours after sunrise) at each of the five monitoring stations (totaling 40 monitoring events). Any crested caracara sightings will be documented and the bird's flight paths will be recorded. Sightings and flight paths of each crested caracara will be added to field maps and datasheets during each survey event to assist in determining the location of any crested caracara nests. Any nest tree locations will be documented using a sub-meter GPS and each nest tree will be photographed.

At the end of the survey window ESA will prepare a technical memorandum to address any potential impacts to the caracara that may occupy or otherwise utilize the Project site. This document will include all data sheets and summary maps.

Task 2 FWS Coordination

ESA will coordinate all survey/monitoring events with FWS and will prepare and submit final survey/monitoring reports to FWS for determination of effect concurrence for the crested caracara.

Considerations

- Permitting fees are not included in this SOS.
- Mitigation fees are not included in the SOS.
- Site Access will be provided by the client or CSI.
- No Section 7 or 10 consultation, or any other environmental permitting is included in this SOS

EXHIBIT B

ESA

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

www.esassoc.com

SCOPE OF SERVICE

Chastain Skillman – Highlands County Landfill – Highlands County, FL
Bald Eagle Nest Take Permitting Services

ESA is pleased to provide the following Scope of Service (SOS) in support of Chastain Skillman (CSI) by providing bald eagle nest take permitting services for the Highlands County Landfill Borrow Area Project (Project) site in Highlands County, Florida. A discussion of the required tasks is included in the following section. Environmental support services will focus on:

Bald Eagle Nest Take Permitting

ESA will provide permitting and United States Fish and Wildlife Service (USFWS) coordination to secure an Eagle Nest Take Permit, for the removal of an active bald eagle nest within the Project limits outside of nesting season. These services will include the following:

- *Eagle Nest Take Permit Application Preparation* – ESA will prepare Form 3-200-72 (Rev. 07/2019) in order to secure a Nest Take Permit prior to removal of the onsite bald eagle nest.
- *Geographic Information System (GIS) Exhibit Preparation* – In support of the permit application, GIS mapping will be utilized to produce the environmental graphics that include; Location and the Bald Eagle Nest Tree Location.
- *RAI responses* – Responses for Requests for Additional Information from USFWS.
- *Field Meeting with Agencies* – ESA will coordinate and meet with representatives of USFWS or the Florida Fish and Wildlife Conservation Commission (FFWCC) to review the bald eagle nest and the onsite conditions
- *Mitigation In-lieu Fee Program Assistance* – During the permitting process, ESA will provide assistance with the in-lieu fee program that will be utilized for compensatory mitigation. This program was approved by the USFWS and will provide a net-benefit standard under 50 CFR 22.27 (iv).

Considerations

- Formal listed species surveys are not included in this SOS.
- Monitoring services is not included in this SOS.
- Permitting fees are not included in this SOS.
- Mitigation fees are not included in the SOS.
- Site Access will be provided by the client or CSI.

EXHIBIT "C"
COMPENSATION

TASK	DESCRIPTION	FEE
Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Addendum No. 1		
Exhibit A	Task 1- Crested Caracara Nest Monitoring/Surveying & Reporting	$41,600.00
	Task 2-FWS Coordination	$1,400.00
	Miscellaneous Costs (Mileage, GPS)	$2,700.00
	Subtotal =	$45,700
Exhibit B	Bald Eagle Nest Take Permitting	$4,200.00
	Miscellaneous Costs (Mileage, GPS)	$200.00
	Subtotal =	$4,400.00
	Meetings and Administration	$5,010.00
FIXED FEE (Including Reimbursable Expenses)		**$ 55,110.00**

Compensation for the professional services listed above shall be based on a fixed fee arrangement, including reimbursable expenses. The total fee, including reimbursables, shall be **$55,110.** Invoices will be sent each month on or before the fifteenth of the month. Each invoice will contain a brief summary of the tasks performed during the month and an estimated percentage of completion for the entire project. The **COUNTY** and **CONSULTANT** agree that the total fixed fee is not to be exceeded without the prior written authorization from the **COUNTY**.

Period of Services:

Upon receipt of a duly executed copy of this Addendum No. 1 to CSA, the **CONSULTANT** will promptly initiate the Scope of Services outlined above. The time to substantially complete the services will be within one-hundred eighty calendar days from the final execution of the Addendum No. 1 to CSA. Since the **CONSULTANT** has no control over the regulatory agencies, permitting delays may require additional days for final completion.

REVIEWED
O.M.B DEPARTMENT
December 13, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/10/2021**

SUBMITTED BY: **Clinton Howerton, Jr.,P.E., County Engineer**

FUND(S): **401** FUND TITLE(S): **Solid Waste** COST CENTER(S) #: **9990F, 4210**

PROJECT(S) #: **20045** PROJECT TITLE(S): **HCSWMC - Borrow Pit Mining 20-21** COST CENTER TITLE(S): **Budgetary Expenditure 401, Refuse Disposal**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**401**	**9990F**	**59900**	**Reserve for Contingency**		**250,000.00**		**55,110.00**	**194,890.00**
E	**401**	**4210**	**53100Z**	**Project Professional Services**	**20045**	**22,828.60**	**55,110.00**		**77,938.60**

REASON: **This Budget Ammendment is necessary to appropriate funds in project 20045 in the amount of $55,110.00 for the additional unexpected cost of relocation of Bald Eagle nests and Caracara nests. In order to move forward with the Borrow Pit project the bird nests must be relocated.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-029**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

SOLID WASTE FUND - 401 (9990F)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$250,000.00**	
12/21/21		21-22-029	($55,110.00)	$194,890.00	to appropriate funds in project 20045 for the cost of relocation of Bald Eagle nests and Caracara nests.
REVISED TOTAL:				**$194,890.00**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 12/21/2021

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of the Addendum to the Agreement with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of $1,627,780.00 using American Rescue Plan Act (ARPA) funds.**

STATEMENT OF ISSUE

When the Board approved the American Rescue Plan Act (ARPA) proposed spending plan on September 21, 2021, the Dispatch Console project was 1 of 16 approved projects. The project was requested by the Highlands County Sheriff's Office to replace equipment that was reaching end-of-life, and the amount requested was $1,627,780.00. During the presentation at the BOCC meeting, the dispatch console project received a very favorable risk ranking from the ARPA consultants, Government Services Group and was looked upon favorably by the Board as a result.

This addendum to the agreement allows the purchase of a CommandCentral AXS dispatch console to be installed at the Highlands County Sheriff's Office Consolidated Central Dispatch Center. The current equipment being used at the Consolidated Central Dispatch Center will be relocated to the Highlands County Emergency Operations Center (EOC) to be available for use as a backup as needed.

RECOMMENDED ACTION

Move to approve the Addendum to the Agreement with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of $1,627,780.00 using American Rescue Plan Act (ARPA) funds.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General), Project 20073 (Dispatch Console Upgrade), Cost Center 3996 (Emergency/Disaster Relief), account 56400Z (Project Equipment) as the $1,627,780.00 from ARPA funding has already been budgeted.

Attachments: Motorola Dispatch Equipment Amendment to Purchase Agreement 12-14-2021 DMR (RO2021 12 14) Final (002).pdf

FIRST AMENDMENT

THIS FIRST AMENDMENT (the "Amendment") is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and MOTOROLA SOLUTIONS, INC., 500 W. Monroe Street, Suite 4400, Chicago, IL 60661; FEIN 36-115800, hereinafter referred to as the "CONTRACTOR"; to the Agreement signed on December 07, 2021 (The "Agreement"). COUNTY and CONTRACTOR will each be referred to herein as a "Party" and collectively as the "Parties.

WITNESSETH:

WHEREAS, the Parties entered into the Agreement by which Motorola shall sell the equipment described in Exhibit A; and

WHEREAS, the Parties have now mutually agreed upon the terms and conditions of said Agreement.

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

SECTION 1. EXHIBIT A

The Parties hereby agree to replace the Exhibit A of the Agreement with the Exhibit A attached to this Amendment. To the extent of any conflict between the terms and conditions described in Section 6 of Exhibit A, the Agreement and this Amendment; the Parties agree upon the following order of precedence: (i) This Amendment, (ii) the Agreement; and (iii) the terms and conditions stated in Exhibit A.

SECTION 2. INSURANCE.

The Parties agree to delete in its entirety "Section 10. INSURANCE" of the Agreement and replace it with the following.

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

1. AUTOMOBILE:

a. Combined Single Limit: $300,000 per accident,

OR

b. Bodily Injury: $300,000 per person,

AND

Property Damage: $100,000 per accident;

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

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

and,

4. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than Two Million Dollars ($2,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. The name of the insurer,
5. The number of the policy,
6. The effective date,
7. The termination date,
8. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

SECTION 3. INDEMNIFICATION AND LIMITATION OF LIABILITY

The Parties agree that Section 18 in the Agreement should be deleted in its entirety and replaced by the following:

A) INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by CONTRACTOR's negligence, gross negligence or willful misconduct in performing its duties and responsibilities under this Agreement; except to the extent the Claim arises from COUNTY´s negligence or willful misconduct. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. The CONTRACTOR's indemnity pursuant to this section is conditioned upon: (a) COUNTY notifying CONTRACTOR in writing of the Claim as soon as reasonably possible after COUNTY has knowledge of the Claim; (b) CONTRACTOR having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) COUNRY cooperating with CONTRACTOR and, if requested by CONTRACTOR, providing reasonable assistance in the defense of the Claim. Said indemnification, defense, and hold harmless actions shall not be limited by

any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

B) LIMITATION OF LIABILITY

(i) DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

(ii) DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

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SECTION 4. RATIFICATION OF THE AGREEMENT

Except as specifically stated in this Agreement, all other terms and conditions of the Agreement are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen A. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Daniel Sanchez

Title: Territory Vice President

STATE OF FL
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Daniel Sanchez, as Territory Vice President, of Motorola Solutions, 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 DL as identification, and who did/did not take an oath this 14 day of Dec, 2021.

(stamp)

Jeffrey Gilles
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG927720
Expires 11/3/2023

_____
NOTARY PUBLIC, State of FL

Exhibit “A”

HIGHLANDS COUNTY NOVEMBER 8, 2021

DISPATCH CONSOLE UPGRADE

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 8, 2021

Major Darin Hood

Highlands County Sheriff's Office

400 S. Eucalyptus St.

Sebring, FL 33870

Subject: Dispatch Console Upgrade

Major Hood,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Highlands County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

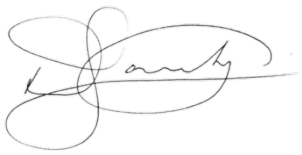
- (9) CommandCentral AXS Dispatch Console Upgrades for the Sheriff's Office Primary Dispatch Center
- Relocation of existing MCC7500 Dispatch Consoles to the EOC Backup Dispatch Center
- EOC Dispatch Center upgrade to support IP-Based Logging Recorders
- Microwave Ethernet connectivity from Highlands County EOC to the Sheriff's Tower Prime Site
- Edge availability upgrades to the existing Highlands County P25 system for improved uptime

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its exhibits. This proposal shall remain valid until December 10, 2021. Highlands County may accept the proposal by delivering to Motorola a copy of the signed CSA. Alternatively, Motorola would be pleased to address any concerns Highlands County may have regarding the proposal. Any questions can be directed to your Motorola Manufacturer's Representative, Chas Elliott, at (863) 381-0504.

We thank you for the opportunity to furnish Highlands County with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Daniel Sanchez

Territory Vice President, Florida

SYSTEM DESCRIPTION

This proposal offers Highlands County (County) the equipment and services required to upgrade (9) existing MCC7500 consoles to CommandCentral AXS consoles at the Highlands County Sheriff's Office Primary Dispatch Center. The existing MCC7500 consoles will be relocated to the EOC Backup Dispatch Center.

Motorola Solutions, Inc. (Motorola Solutions) proposes our CommandCentral AXS dispatch console to provide Highlands County with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Highlands County with sophisticated network management and easy migration to future capabilities.

A. COMMANDCENTRAL AXS DISPATCH CONSOLES

The proposed console will interface seamlessly with the Polk County Regional ASTRO® 25 system that supports Polk, Highlands, Hardee, and DeSoto Counties.

Overview

The proposed solution offers Highlands County (9) dispatch positions. The figure below shows a CommandCentral AXS operator position.



Figure 1-1: One Screen, All the Resources Users Need

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in the Highlands County dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** — Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Cross-Platform Dispatch Integration Capability** — Interfaces existing technologies to provide multi-system access on a single platform to help retain a dispatcher's focus in the moments that matter.
- **Pain-Free Enhancements** — Simplifies keeping up to date with new features, fixes, and security updates via Internet download (with valid subscription). Based on permissions from system administrators, users may trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS and allows the update process to work around differing schedules.
- **Purpose-built Dispatch Console Accessories** — Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

Next Generation Dispatch Experience

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities from different applications and systems. The browser-based GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of the information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.



Figure 1-2: Mapping Panel UI Snapshot

- **Activity Log –** Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging –** Allows users to send customizable pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources. The use of .wav paging audio files allows any type of tone page to be sent by CommandCentral AXS as well as alerting warbles or even recorded messages.
- **Patch Capabilities –** Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources, conventional resources, and console telephony resources.
- **Alert Tones –** Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker –** Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.

Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors or monitors used for other command center applications, allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

Simplified Updates

CommandCentral AXS gives Highlands County personnel greater control of the software update process. Based on policies set by the system administrator, dispatchers can decide when updates will best fit in their workflow to minimize interruptions and ensure software is up to date when it is needed most. Users can access these update deployments through the Cloud Software Hub.

With Internet connectivity, users can perform the following actions:

- Download the latest CommandCentral AXS software release into the cluster via the Cloud Software Hub.
- Manage software entitlement licenses via the Flexera Licensing website.
- Access product documentation through the Motorola Learning Solutions website.

Securing CommandCentral AXS

Robust authentication mechanisms are employed by CommandCentral AXS, meeting the industry standard requirements of OpenID Connect for authenticating users and ensuring only properly authorized personnel can access dispatch functionality, administration, and service tools. Role-based user accounts further control what tools are accessible by specific users.

The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Any findings from that testing are analyzed and appropriate mitigation measures are identified and incorporated into the console. These are then made available to fielded AXS Dispatch Console systems via the continuous delivery pipeline used to distribute the monthly software releases. Monthly software releases, a continuous delivery pipeline, and a simplified upgrade process enable cybersecurity issues with operating systems, server management/orchestration software, and console application software to be quickly mitigated.

Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. The dispatch position must also have a valid certificate installed before it will be allowed to access the CommandCentral AXS cluster to prevent unauthorized devices from accessing the console.

Secure Communications at the Console

CommandCentral AXS enables encryption from the dispatcher to the ASTRO 25 network, so that Highlands County communications will not be undermined by unencrypted transmissions. Each dispatcher can fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, but encryption also extends to call logging to ensure that even recorded communications are not vulnerable to retrieval by unauthorized individuals. The Archiving Interface Server (AIS) can support different encryption algorithms simultaneously.

Like the dispatch console, the AIS also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. A user can access only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

Reliability/Availability

The CommandCentral AXS solution delivers high availability and minimized user downtime in the event of failures. The AXS console continuously monitors software processes and hardware elements and in the event of failure will rapidly restart failed software processes or launch replacement services on the remaining healthy hardware elements.

Dispatch Position Client Hardware

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The CommandCentral AXS dispatch position features the following hardware elements:

- CommandCentral Hub
- Monitor
- Speakers
- Microphone
- Headset jack box
- Footswitch

CommandCentral AXS Cluster Specifications

The CommandCentral AXS servers are split into groups of three or more called clusters, and a single cluster supports up to 50 dispatch position clients. All call processing, audio processing, and console software for the dispatch position clients is handled in this cluster. The cluster distributes the dispatch position client connections across the servers to provide load balancing and resiliency, while anti-malware protects the cluster against cybersecurity threats.

A configuration service for the console-specific aspects of an AXS console (such as number of speakers per dispatch client or user roles) is provided in the cluster. Configuration of radio system parameters is done in the radio system's configuration manager and is automatically downloaded into the cluster.

Each server contains six Ethernet ports, two USB ports, and a VGA port. A rack mounted KVM (keyboard, video, mouse) switch with built-in display, keyboard, and touchpad is also available for use when installing and servicing servers.

Server Management and Orchestration Software - Industry standard applications are used to manage the server cluster and provide high levels of availability and reliability for the processes therein.

Included in this proposal are (6) servers, across (2) clusters to facilitate the (9) operator positions.

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Use or disclosure of this **Error! Unknown document property name.**proposal is subject to the restrictions on the cover page.

Proposed Configuration

Below is the proposed configuration for the CommandCentral AXS dispatch solution for Highlands County.

1. Number of Dispatch Position Clients and Locations

The CommandCentral AXS dispatch position client consists of the CommandCentral Hub running on a Linux Operating System, while the GUI is displayed on the Chromium web browser. The proposed solution provides Highlands County with the following dispatch position clients at the indicated locations:

Number of Dispatch Position Clients	Location Name
9	Highlands County S.O.

2. Number of Server Clusters and Locations

The proposed CommandCentral AXS solution for Highlands County includes the following server clusters at the indicated locations:

Number of Server Clusters	Location Name
2	Highlands County S.O.

Number of Servers	Location Name
6	Highlands County S.O.

3. Number and Types of Radio Resources

The proposed CommandCentral AXS dispatch console solution for Highlands County makes the following radio resources available to dispatchers.

Type of Radio Resource	Quantity
Trunking	1 per OP
Conventional	1 per OP

4. Location of Conventional Interfaces

The proposed CommandCentral AXS solution for Highlands County provides the following conventional channel interfaces at the indicated locations:

Conventional Channel	Location Name
3 – Conventional Channel Gateways	Highlands County S.O.

5. Number of Aux I/O Servers and Locations

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles. The proposed CommandCentral AXS solution provides the following Aux I/O servers at the indicated locations:

Number of Aux I/O Servers	Location Name
1	Highlands County S.O.

6. Number of Logging Solutions and Locations

The proposed CommandCentral AXS solution provides the following logging solutions at the indicated locations:

Number of Logging Solutions	Location Name
0 logging recorders – AIS and Control Room Firewall Provided for IP logging interface	Highlands County EOC

Subscription Agreement

A subscription service is included as part of the proposed Highlands County CommandCentral AXS solution to enhance dispatch capabilities over time. Highlands County will be able to access CommandCentral AXS application software releases (typically released monthly) to enable new features and defect fixes. Some of the new features may require additional licensing.

The subscription also includes access to security patches (typically released monthly but can be released more often if necessary). These patches cover all the console system software, including the operating system software, server management and orchestration software, web browser software, console application software, and other supporting software.

B. MICROWAVE ETHERNET LINK

The proposed microwave Ethernet link will allow for seamless network connectivity from the Highlands County Sheriff's Tower Prime Site back to the Highlands County EOC Backup Dispatch Center.

Design Overview

The proposed link between Sheriff's Tower and EOC Tower uses (2) Proteus MX Protected digital microwave radios in the 11 GHz frequency band with a throughput of 155 Mbps, 30 MHz RF bandwidth each. The antennas proposed are of the solid parabolic type with diameters of 3ft.

All the radios offered will be installed indoors (signal processing and radio frequency sections installed in the equipment rack) and connect to the antenna using elliptical waveguide.

The proposed network showing the radio links is shown in the diagram below:

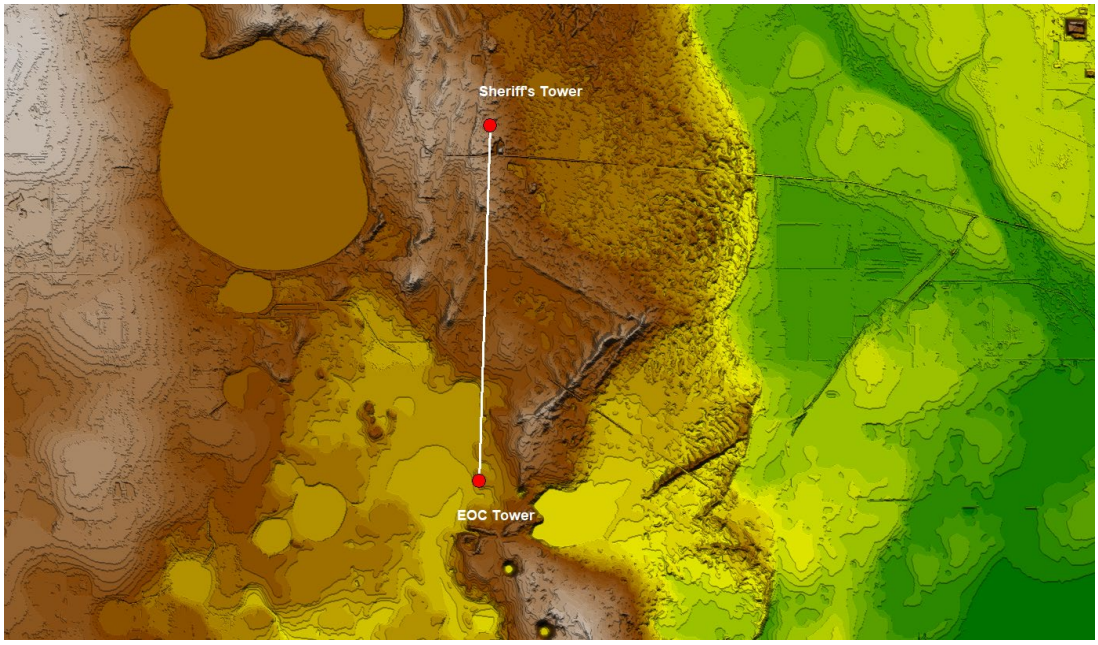


Figure 1: Motorola Highlands County, FL Network Diagram

All Proteus MX radios are Native Ethernet and Native TDM radios, providing a flexible platform allowing the increase in capacity for future requirements, without the need of re-investing.

The features of this design are as follows:

- Native Ethernet and Native TDM Microwave radios.
- Adaptive Coding & Modulation (ACM).
- Proven backhaul reliability for P25 Land Mobile Radio Systems and Simulcast Analog systems

Path Summary

The following path profile and calculations show the antennas (type and heights), transmission lines (type and lengths) and radios, along with a summary of availabilities and fade margin at different modulations:

Site Name	Antenna Model	Antenna Diameter (ft)	Antenna Height (ft)	TX Line Model	Tx Line Length (ft)	Fade Margin (db)	Modulation/Throughput	RFU Type	Radio Configuration	Path Length (mi)	Annual Two-Way Availability (%)
Sheriff's Tower	SC3 – W100A	3	85	E105	135	35.62	128 QAM / 155 Mbps	Indoor	Hot Standby	3.9	99.99963
EOC Tower	SC3 – W100A	3	90	E105	140						

Path Design Considerations

All paths are engineered to meet or exceed an annual two-way availability of 99.999% at a BER of 10E-6 using the Vigants-Barnett model. The preliminary calculations for path performance are based on Microwave Networks guaranteed 10E-6 receiver threshold levels and transmit power. Bellcore Standard transmission engineering practices, formulas and topographic data are the foundation of these calculations. The Clearance criteria and Digital Terrain data used to determine preliminary antenna centerlines are:

- K = 1.33 @ 100% F1
- K = .4 – Very Poor Climate Area
- 20 ft. Tree Growth

Digital Terrain Databases:

- Elevation: 1/3" Arc USGS terrain data
- Land Cover: 30-meter USGS NLCD 2001/2011 Land Cover data

Before system implementation a microwave path engineering survey will be conducted on all paths. The objective of this survey is to confirm the information to be used for clearance and engineering performance objectives. This confirmation includes site location (latitude/longitude coordinates), elevation above mean sea level (AMSL), accurate measurement of path obstructions along the path (i.e. trees and buildings, electrical transmission lines, cellular towers and the presence of reflective surfaces) and general compilation of local climate information.

At locations with existing towers, pre-determined azimuths and centerlines will be checked for availability/adaptability in terms of proposed antenna mounting.

Equipment Solution

Motorola is proposing to Highlands County Microwave Networks Proteus MX series radios for the proposed link.

1. Proteus MX

The Proteus MX is a technically advanced, cost effective mission critical licensed band radio platform. As a hybrid radio, the MX supports native TDM (DS1, DS3 and OC3) and native Ethernet IP traffic separately without converting traffic from one format to the other. This hybrid design has the advantage of preserving TDM timing and minimizing latency and jitter in the TDM traffic.

The Proteus MX was designed around Mission Critical Reliability; it was designed from the ground up to provide backhaul for critical applications such as P-25, TETRA and LTE networks. In the 1+1 protected configuration every active component is duplicated with automatic switching between primary and standby at several different points in the traffic path. Individual modules can be removed and replaced for maintenance without disconnecting traffic cables or interrupting traffic in any way.

Setup and configuration are carried out using either a menu-based Command Line Interface session or using the Proteus Element Manager GUI application. Unlike many other radios in the market, both ends of a radio hop can be configured simultaneously from one site – there is no need to individually configure each site separately.

The Proteus MX is also available in various hardware and path protection configurations including 1+0, 2+0, non-protected repeater, non-protected space diversity, fully hot-standby protected (1+1) and protected transmit with space or frequency diversity receivers.

Key features include:

- Native Ethernet and Native TDM - Proteus MX offers risk-free migration from TDM to IP with the highest possible capacities at the lowest overall cost - addressing any deployment scenarios.
- Data rates from 6 Mbps (2.5 MHz channel) to 350 Mbps (60 MHz channel)
- 6-38 GHz licensed frequency bands
- All Indoor or Split Mount with outdoor antenna mounted RF Units.
- QPSK to 256 QAM Modulations
- TDM Features
- Up to 32DS1 or 4DS3
- SHARP – Self Healing Alternate Ring Protection- built-in T1 Loop Protection
- Integrated M13 Multiplexer – DS1s inserted/dropped from a DS3
- DACS – TDM Digital Cross Connection and Traffic Grooming
- MicroBus – Single cable interface for co-located radios
- Carrier Ethernet Features:
- Integrated L2 Ethernet switch with 4096 VLAN and QoS
- Standard: 4 x10/100/1000BaseT interface (FE/GE) – RJ45
- Optional: 3x10/100/1000BaseT interfaces (FE/GE) – RJ45 plus 1xGE SFP 1000Base-X SFP
- Optional: 12x10/100/1000BaseT interfaces (FE/GE) – RJ45
- Support up to 10k byte Jumbo Frame
- Encryption: AES 128/256 (optional)
- FIPS 140-2 Compliant (optional hardware version)
- Adaptive Coding & Modulation (ACM)
- Forward Error Correction for improved receiver threshold.
- System Identification Memory (SIM) – A front panel accessible Flash memory card (SD Flash) containing all configuration and history files. The SIM card can be transferred during maintenance to upload configuration quickly and easily to a replacement unit.
- Operating Temperature Range:
- Indoor installed units: -5ºC to +55ºC

- Outdoor installed units: -50°C to +55°C
- A powerful Transversal Equalizer to provide high tolerance to dispersive fades
- Transmitter pre-distortion for increased output power
- RADIUS user authentication
- Element Manager (EM) application GUI for easy radio setup and configuration
- Available SPARCS Network Management System – An SNMP based NMS for managing Proteus radios as well as other SNMP based objects in the networks

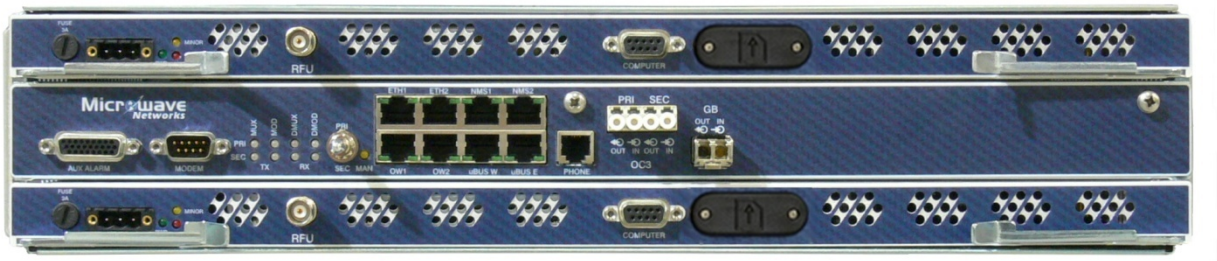


Figure 2: MX Signal Processing Unit (SPU)

2. Racks and Fuse Panels

The radios are mounted in 7.0'x19" racks equipped with a GMT fuse panel. The intra-rack DC power wiring will be connected to the fuse panel and the DC circuit for each piece of rack mounted equipment will be separately fused.

3. Antenna System

The proposed antennas for this system of the RFS brand, model SC3-W100A, 3 ft in diameter (Sheriff's Tower-EOC Tower Link).

All the antennas used for transmission meet FCC Part 101, Category A and provide rugged, high-quality performance at low initial costs. Radomes and additional antenna struts are also proposed to reduce wind loading and enhance the survivability of the system.

4. Power Systems

For new sites, our proposal includes Eltek Flatpack S DC redundant rectifiers to provide 8-hour backup with 24-hour recharge at 48 VDC to the microwave radios. The Flatpack S rectifiers have an efficiency of up to 95%. This high efficiency translates into significant, ongoing AC power savings for the life of the system. The assembly will contain individual DC circuit breakers, distribution panel), voltage and current continuous metering capabilities, high/low DC voltage disconnect switching and all necessary maintenance and management alarm and control functions. Chargers will be provided in redundant arrangement with units of identical capacity and type working on a load-sharing basis during normal operation. Solid state monitoring by the power board will be continuous and automatic switchover employed in the event of failure of either unit. Upon switchover the surviving rectifier will be able to carry the entire site load plus growth and provide 24-hour recharge in the event of any loss of AC power.



Figure 3: Eltek Flatpack S Shelf with redundant rectifiers

5. Network Management

Several complementary products can be used for Site Alarm and Network Management. These include the following:

- **Element Manager** (included), which provides direct local access or remote access over any IP network to provide configuration, link by link analysis, and alarms.
- **SPARCS** (optional), which is an SNMP based open network monitoring and management system
- **Network Health Mobile Application** (NHMA, optional), which is a mobile monitoring and alarm application that monitors a network of Microwave Networks radio links and reports the network's state to users on their mobile phones, tablets, or PCs.

6. Element Manager

The Element Manager (EM) is the Proteus Series radio and link supervisory system that simplifies configuring, monitoring, and testing each radio or the complete link. The EM is a Microwave Networks proprietary software package, provided free of charge with each radio terminal. It has an intuitive graphical user interface. The EM gives radio installer, maintenance personnel and operators a tool for management and control of individual radio links – on site or from remote locations – using a platform independent Java environment. A radio manager can use EM to configure a radio, test a radio or link and monitor performance and alarms.

EM's graphical interface provides a clear display of radio information, alarms, status, configuration, and logs. The radio logs up to 200 items: 100 radio alarms and 100 events. Events include configuration changes and condition changes. EM has administrator and guest security levels. The following illustration shows the EM display of a protected radio configuration. This view summarizes performance graphically for both primary/secondary and near-end and far-end radios.

The EM is for management of a single radio link at a time. Management of multiple links and/or the entire network is achieved with SPARCS.

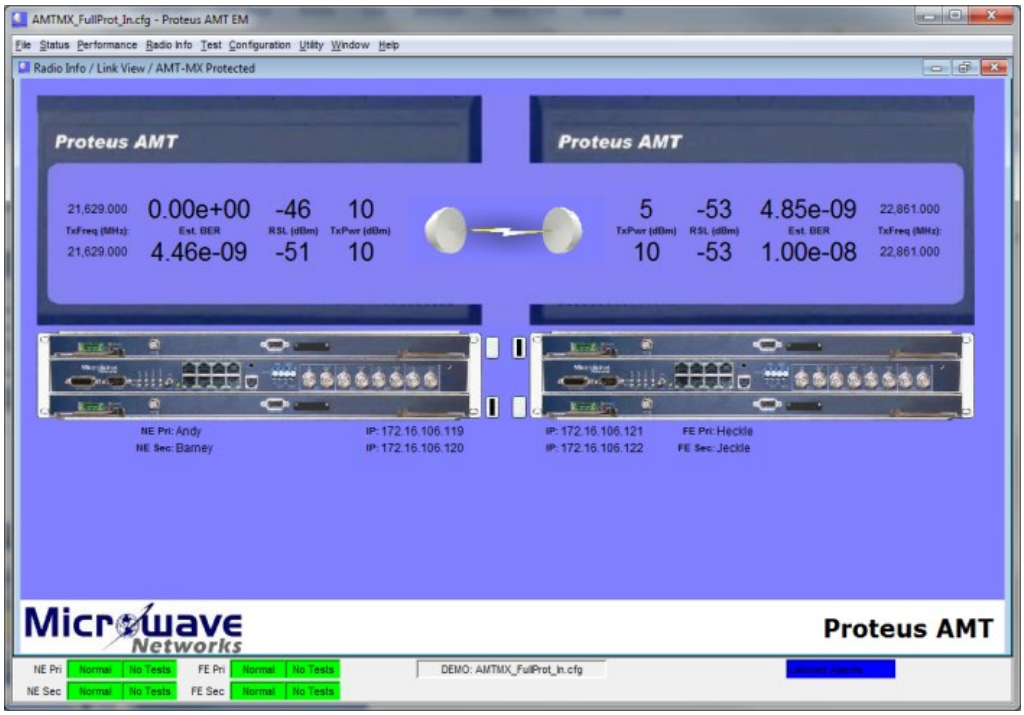


Figure 4: Element Manager Screen 1

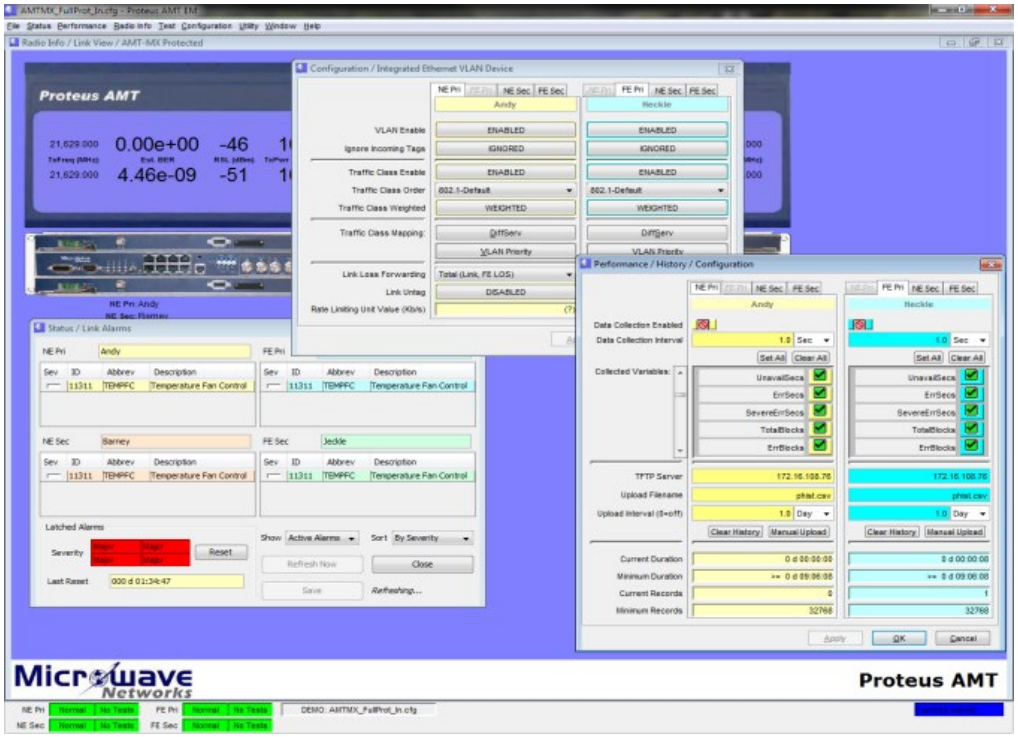
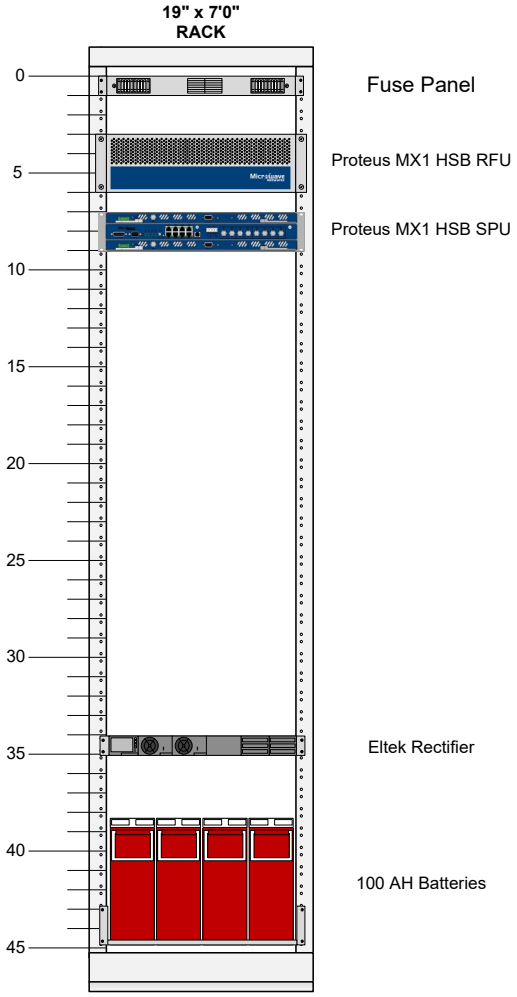


Figure 5: Element Manager Screen 2

7. Rack Profile

Rack 100-1



Microwave NETWORKS	CUSTOMER: Motorola Highlands County	SITE: Both sites	Revisions
EL:	DESCRIPTION: Rack Profile	DATE: 9/30/19	
ENG:		S.O.:	

No.	Date	Description
1	9/30/19	Initial Release

C. EDGE AVAILABILITY

The Edge Availability feature provides continuous site-to-site communications, roaming, and wireline dispatch by grouping together local sites (“subsystems”). Edge Availability maintains the maximum level of trunking services, coverage, and access to talkgroups, even when sites are detached from the ASTRO 25 Core.

Edge Availability provides a new fallback feature that increases the resiliency of a traditional ASTRO 25 trunking system design, which is centralized around a core. Should the ASTRO 25 Core become unavailable, Edge Availability will pass call control outward from the central core to the edges, creating a collection of trunking subsystems (“edge subsystems”). These edge subsystems will provide continuous communications for regional dispatch and RF site users until access to the ASTRO 25 Core is restored. Edge subsystems provide multi-site communications and continuous access to all talkgroups, while maintaining Emergency Alarm Indications, Console Priority, and Radio Access Controls.

This feature offers an enhanced level of operations to Site Trunking, which is the standard fallback mode when the ASTRO 25 Core is not available. The “Edge Controller” maintains local call processing, voice-only trunking and conventional services to a local edge subsystem. Maintaining wireline communications between local sites significantly reduces the need for control stations. When the ASTRO 25 Core becomes unavailable, the Edge Controller will be activated automatically, and dispatchers will receive a notification that “Edge Availability Mode” has been activated. The same automated process is used once the ASTRO 25 Core is restored. The figure below shows how Edge Availability enables different groups of remote sites to maintain communications with dispatch even when the ASTRO 25 Core is unavailable.

STATEMENT OF WORK

D. OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Highlands County (Customer). The tasks described herein will be performed by Motorola, its subcontractors, and the customer to implement the solution described in the System Description. It describes the actual work involved in the installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. Should any of the sites or scope change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is proposing to Highlands County the following major equipment at the specified locations:

Site Name	Description
S.O. Primary Dispatch Center	(9) CommandCentral AXS Dispatch Consoles
EOC Backup Dispatch Center	(1) Microwave Ethernet Link to Sheriff's Tower Prime Site (1) Control Room Firewall for IP-Based Logging Recorder Interface
Sheriff's Tower Prime Site	(1) Microwave Ethernet Link to EOC Backup Dispatch Site Edge Availability Upgrades

E. SITE DEVELOPMENT WORK

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described herein.
- Schedule the implementation in agreement with Highlands County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

Sheriff's Tower Site

1. Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 250 ' Guyed Tower

2. Motorola Responsibilities

a. Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Highlands County FL. NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

b. Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

c. Existing Facility Improvement Work

- Supply and install up to (8) 20-amp breakers in the distribution panel and wire to outlets located within 35 cable feet.
- Supply and install up to (1) 30-amp breakers in the distribution panel and wire to outlets located within 35 cable feet.
- Install (1) 8-outlet distribution-bar and wire each outlet to individual breaker.
- Update interior of the existing room as required for this installation to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near new equipment locations.

3. Highlands County Responsibilities

- If required, prepare, and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system to comply with NFPA 70, Article 708
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove, or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.

4. Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 8:00 a.m. to 5:00 p.m.).
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings, or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire a complete upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

Highlands County Sheriff's Office Dispatch

5. Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.

6. Motorola Responsibilities

a. Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare record drawings of the site showing the as-built information.

- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

b. Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

c. Existing Facility Improvement Work

- Supply and install (8) 20-amp breakers in the distribution panel and wire to outlets located within 35 cable feet.
- Install (1) 8-outlet distribution-bar and wire each outlet to individual breaker.
- Add (4) AC strips to be used across the (6) AXS servers in a redundant fashion.
- Update interior of the existing room as required for this installation to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near new equipment locations.

7. Highlands County Responsibilities

- If required, prepare, and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system to comply with NFPA 70, Article 708
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove, or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.

- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.

8. Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 8:00 a.m. to 5:00 p.m.).
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire a complete upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

Highlands County EOC Dispatch

9. Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 250 ' Self supported Tower

10. Motorola Responsibilities

a. Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Highlands County FL. NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

b. Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

c. Existing Facility Improvement Work

- Supply and install (1) 100-amp breaker panel with capacity for 20 circuits.
- Supply and install (20) 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Install (3) 8-outlet distribution-bar(s) and wire each outlet to individual breaker.
- Install (1) new single-phase UPS equipment and wire output to UPS distribution panel.

11. Highlands County Responsibilities

- If required, prepare, and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system to comply with NFPA 70, Article 708

- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove, or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.

12. Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 8:00 a.m. to 5:00 p.m.).
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire a complete upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

Polk County Master Site

13. Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.

14. Motorola Responsibilities

a. Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

b. Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

c. Existing Facility Improvement Work

- Relocation of (8) circuits from Row 4 to Row 3 as required to supply power to new equipment being added to support Highlands County's Edge availability.
- Update interior of the existing room as required for this installation to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near new equipment locations

15. Highlands County Responsibilities

- If required, prepare, and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.

- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system to comply with NFPA 70, Article 708
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove, or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.

16. Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 8:00 a.m. to 5:00 p.m.).
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the

existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.

- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire a complete upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

SERVICE/WARRANTY

Standard Motorola Solutions warranty applies for the 1st year following system installation.

Highlands County has existing maintenance and lifecycle agreements in place with Motorola Solutions today that are valid on the existing equipment through September 30, 2026. Highlands County will be executing a Maintenance Support and Lifecycle Management Addendum to incorporate the new AXS dispatch consoles as part of a separate purchase.

EQUIPMENT LIST

This section lists the major equipment necessary for the proposed solution.

QTY	MODEL	DESCRIPTION
1	DSMWHIGHLANDRF	MICROWAVE RADIO EQUIPMENT RACKED
1	DSMWHIGHLANDANT	MICROWAVE ANTENNAS AND DEHYDRATOR
1	DSMWHIGHLANDDC	MICROWAVE DC POWER SYSTEM
1	DSMWHIGHLANDBAT	MICROWAVE BATTERIES
1	DSMWHIGHLANDSP	MICROWAVE SPARES
6	DSDL20G10SVR	COMPUTER, DL20 G10
1	DSB07000819	8-PORT CONSOLE CAT5 KVM SWITCH 1U RM 19IN LCD RACKMOUNT
3	DSB078101USB1	USB SINGLE SRVR INTERFACE UNIT VIRTUAL MEDIA KVM SWITCH HD15 USB RJ4
1	HKVN4728	LICENSE,AXS ASTRO 25 SYSTEM WI
1	HKVN4828	LICENSE, AXS CLUSTER TEMPORARY STAGING LICENSE
9	HKVN4729	AXS DISPATCH CLIENT LICENSE
9	HKVN4730	LICENSE,AXS TRUNKING SERVICES
9	HKVN4731	LICENSE,AXS ADVANCED CONVENTION
9	HKVN4732	LICENSE,AXS SECURE VOICE SERVICES
9	HKVN4739	LICENSE,AXS SECURE OTEK SERVICE
9	HKVN4733	LICENSE,AXS CHANNEL BASED IRR
9	HKVN4736	LICENSE,AXS AMBE+2 VOCODER ROY
9	HKVN4737	LICENSE,AXS STANDARD LEVEL RADIO
9	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
9	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
9	CA03548AA	ADD: TWO CABLES, POWER 24VDC

9	CA03547AA	ADD: BRACKET, MOUNTING 2RU
9	BHN6114	FRU: BRACKET, CABLE RETENTION
9	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
9	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
9	B1951	MICROPHONE, DESKTOP, USB
9	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
18	B1913	HEADSET JACK
9	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
18	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
18	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
9	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
18	B1952	SPEAKER, DESKTOP, USB
18	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
2	CLN1869	2930F 48-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T8639	JUNIPER FIREWALL APPLIANCE
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	ADD: CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE

3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	B1905	AIS ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA01220AA	ADD: OTEK OPERATION
1	CA00147AF	ADD: SECURE OPERATION
1	CA00143AC	ADD: DES-OFB ALGORITHM
1	CA00182AB	ADD: AES ALGORITHM
1	CA00245AA	ADD: ADP ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	T8742	MCAFEE FOR WINDOWS CLIENT, A2019.2
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	SQM01SUM0299	EDGE CONTROLLER SERVER
1	CA03120AA	ADD: EDGE CONTROLLER BASE SOFTWARE
1	CA03121AA	ADD: EDGE CONTROLLER MULTI-SITE SW
1	CA03082AA	ADD: LXN OPEN RACK INSTALL KIT
2	T8493	EDGE & HUB ROUTER & FIREWALL - AC
2	CLN1869	2930F 48-PORT SWITCH
2	T8493	EDGE & HUB ROUTER & FIREWALL - AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CLN1866	FRU: 1M DAC CABLE
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL

2	CLN1869	2930F 48-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	3082933N08	GR500 AC POWER CORD
1	BLN1325	FRU: MOUNTING BRACKET KIT
1	BLN1277	HEADSET JACK CIRCUIT BOARD FRU
1	3071113H01	CABLE ASSY, 16 PIN CONNECTOR
1	3071114H01	CABLE ASSY, EXTENDER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0323	ASTRO MASTER SITE
1	UA00150AA	ADD: DYNAMIC REPORTS
1	CA03517AC	ADD: CORE EXPANSION
2	UA00156AA	ADD: CONSOLE LICENSES (QTY 5)
1	UA00147AA	ADD: PROVISIONING MANAGER
1	UA00136AA	ADD: UNIFIED NETWORK CONFIGURATOR (UNC)
2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
17	CA02193AB	ADD: ANTI-MALWARE DEF UPDATE LIC
1	UA00146AA	ADD: UNIFIED EVENT MANAGER (UEM)
1	UA00149AA	ADD: RADIO CONTROL MANAGER
1	T8751	ASTRO 2020.1 NM SW CLIENT

1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
9	T8742	MCAFEE FOR WINDOWS CLIENT, A2019.2
24	T8806A	WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1

PRICING

F. PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to Highlands County:

Description	Pricing**
Equipment, System Integration, & Services*	$1,627,780.00

**Note: Services include engineering, installation, configuration, optimization, project management and first year of warranty coverage for new equipment.*

***Pricing valid through December 10, 2021*

CONTRACTUAL DOCUMENTATION

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments

due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.1.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. .

8. Intentionally Omitted

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and

(b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such

data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent

mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.2. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Highlands County, Florida. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data**; **Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties for this project (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided,

however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed

Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and

workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**; **Section 4 – Term**; **Section 5 – Payment**; **Section 6.2 – Additional Exclusions**; **Section 8 – Survival**.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Ingra Gardner, Community Programs Director**

SUBJECT/TITLE: **Public Hearing to consider Proposed Ordinance amending Chapter 5.4 Housing, Article II, State Housing Initiatives Partnership Program, Section 5.4-37, Creation of Affordable Housing Advisory Committee, of the Highlands County Code of Ordinances.**

STATEMENT OF ISSUE

In beginning of the process of reconvening the Affordable Housing Advisory Committee (AHAC) for the FY 2021-2022, Staff realized the need to bring the local AHAC membership in line with Florida State Statute 420.9076 which provides for the structure of the Committee. In consulting with the County Attorney, it was determined that an amendment to the County Ordinance Section 5.4-37 was needed to amend the current membership requirement of eleven (11) members and eleven (11) alternates to consist of at least eight (8) and no more than eleven (11) members to align with Florida State Statue 420.9076.

RECOMMENDED ACTION

Move to approve, execute, and adopt Ordinance 21-22-08 amending Chapter 5.4 Section 5.4-37 of the Code of Ordinances as submitted.

FISCAL IMPACT

There is no fiscal impact

Attachments: Ordinance 21-22-08 - Affordable Housing - Proposed.pdf
Ordinance 09-10-02 - Affordable Housing - Original.pdf
Florida Statute 420.9076.pdf

ORDINANCE 21-22-08

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 5.4, HOUSING, ARTICLE II, STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM, SECTION 5.4-37, CREATION OF AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to Florida Statutes, Section 420.9076, Highlands County created the Affordable Housing Advisory Committee, in furtherance of its local housing assistance plan and incentive strategies; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the County has determined that amending its Code of Ordinances related to the Affordable Housing Advisory Committee as set forth herein advances a legitimate public purpose and is in the best interest, health, safety and welfare of the public.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 5.4, HOUSING, ARTICLE II, STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM, SECTION 5.4-37, CREATION OF AFFORDABLE HOUSING ADVISORY COMMITTEE. Highlands County Code of Ordinances, Chapter 5.4, Housing, Article II, State Housing Initiatives Partnership Program, section 5.4-37, Creation of Affordable Housing Advisory Committee, is hereby amended as follows:

Note: Underlined words constitute additions to existing text and ~~strikethrough~~ words constitute deletions from the existing text.

Section 5.4-37. – Creation of the Affordable Housing Advisory Committee.

(a) The affordable housing advisory committee is hereby created and established. The members of the advisory committee shall be appointed by resolution of the board of county commissioners.

(b) The resolution appointing the affordable housing advisory committee shall provide a definition of affordable housing that is consistent with the adopted Highlands County Comprehensive Plan.

(c) The affordable housing advisory committee shall consist of at least 8 but not more 11 members ~~and 11 designated alternates~~. ~~Six~~ A majority of the members ~~or their designated alternates~~ shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The affordable housing advisory committee shall include at least one local elected county official and the remaining members shall be representatives from the following categories, with only one member filling a category ~~the following, which individuals may overlap with or be part of the Highlands County Housing Partnership and each member shall have a designated alternate who fulfills the same criteria~~:

(1) One citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
(2) One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing.
(3) One citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(4) One citizen who is actively engaged as a real estate professional in connection with affordable housing.
(5) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(6) One citizen who represents employers within the jurisdiction of Highlands County.
(7) One citizen who resides within the jurisdiction of ~~the local governing body making the appointments~~ Highlands County.
(8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174.
(9) One citizen who represents essential services personnel, as defined in the Highlands County Housing Assistance Program.
(10) One citizen who is actively engaged as a for-profit provider of affordable housing.
(11) One citizen who is actively engaged as a not-for-profit provider of affordable housing.

(d) Members ~~and their designated alternates~~ shall serve for two-year terms and may be reappointed for subsequent terms.

(e) Meetings shall be held monthly for the first year of committee existence and quarterly or more or less frequently thereafter.

(f) The affordable housing advisory committee shall comply with the government in the sunshine law, the public records law and the special provisions regarding notice of affordable housing incentive plan considerations found in F.S. § 420.9076. Minutes of the meeting shall be kept by the county administrator or his designee.

(g) The affordable housing advisory committee shall annually elect a chairperson, vice-chairperson and such other offices as it deems necessary. The chairperson is charged with the duty of conducting meetings in a manner consistent with law.

(h) Staff, administrative and facility support for the affordable housing advisory committee shall be provided by the board of county commissioners.

(i) The affordable housing advisory committee shall review the established policies and procedures, ordinances, land development regulations and adopted local comprehensive plan of the county and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

(j) Recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. At a minimum, the affordable housing advisory committee shall make recommendations on affordable housing incentives in the following areas:

(1) The affordable housing definition in the appointing resolution.
(2) The expedited processing of permits for affordable housing projects.
(3) The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment.
(4) The allowance of increased density levels.
(5) The reservation of infrastructure capacity for housing for very low-income persons and low-income persons and moderate-income persons.
(6) The transfer of development rights as a financing mechanism for housing for very low-income persons and low-income persons.
(7) The reduction of parking and setback requirements.
(8) The allowance of zero-lot-line configurations.
(9) The modifications of sidewalk and street requirements.
(10) The establishment of a process by which the county considers, before adoption, procedures and policies that have a significant impact on the cost of housing.

(11) The allowance of affordable accessory residential units in residential zoning districts.
(12) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(13) The support of development near transportation hubs and major employment centers and mixed-use developments.

(k) The affordable housing advisory committee recommendations shall also include other affordable housing incentives identified by the affordable housing advisory committee.

(l) To the maximum extent feasible, the approved affordable housing incentive recommendations submitted to the board of county commissioners must quantify the affordable housing cost reduction anticipated from implementing the specific recommendation.

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 the amendments to Section 5.4-37, Highlands County Code of Ordinances, as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Sections in this Ordinance shall be codified in the Board of County Commissioners of 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 Board of County Commissions of 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 Clerk 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 filing with the Department of State.

DONE AND ADOPTED this ____ day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
_____, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

ORDINANCE 09-10-02

AN ORDINANCE AMENDING SUBSECTIONS (c) AND (d) OF SECTION 5.4-37 OF THE CODE OF ORDINANCES, HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE ALTERNATES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners was regularly assembled on November 3, 2009; and

WHEREAS, Section 420.907, et seq., Florida Statutes, created the State Housing Initiative Partnership Act (the "Act"); and

WHEREAS, the Act was created for the purpose of providing funds to the local governments as an incentive for the creation of public/private partnerships to produce and preserve affordable housing; and

WHEREAS, pursuant to Section 420.9072, Florida Statutes, the governing board of a county or municipality shall appoint the members of the affordable housing advisory committee by resolution; and

WHEREAS, the Board of County Commissioners of Highlands County, Florida, desires to have additional alternates to the members of the Affordable Housing Advisory Committee and that those alternates be designated alternates.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. **Amendment and Adoption.** Subsections (c) and (d) of Section 5.4-37 of the Code of Ordinances, Highlands County, Florida, providing for membership of the Affordable Housing Advisory Committee is amended to read as follows:

(c) The affordable housing advisory committee shall consist of eleven (11) members and ~~two~~ eleven (11) designated alternates. Six (6) members or their designated alternates shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The affordable housing advisory committee shall include the following, which individuals may overlap with or be part of the Highlands County Housing Partnership and each member shall have a designated alternate who fulfills the same criteria:

(1) One (1) citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.

(2) One (1) citizen who is actively engaged as an advocate for low income persons in connection with affordable housing.
(3) One (1) citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(4) One (1) citizen who is actively engaged as a real estate professional in connection with affordable housing.
(5) One (1) citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(6) One (1) citizen who represents employers within the jurisdiction.
(7) One (1) citizen who resides within the jurisdiction of the local governing body making the appointments.
(8) One (1) citizen who actively serves on the local planning agency pursuant to Section 163.3174, Florida Statutes.
(9) One (1) citizen who represents essential services personnel, as defined in the Highlands County Housing Assistance Program.
(10) One (1) citizen who is actively engaged as a for-profit provider of affordable housing.
(11) One (1) citizen who is actively engaged as a not-for-profit provider of affordable housing.

(d) Members and their designated alternates shall serve for two-year terms and may be reappointed for subsequent terms.

SECTION 2. Conflict. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 3. Severability. The sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection or section of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Ordinance.

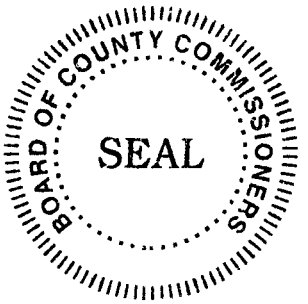
SECTION 4. Inclusion in Code. When the text of this Ordinance is published for inclusion in the Code of Ordinances, Highlands County, Florida, the text marked for deletion by strike-through text shall be deleted and the additions appearing as underlined text shall be added so that the text of the Code shall be as amended rather than in the legislative format used in this Ordinance to highlight the changes being made.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 3rd day of November, 2009.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)



By: Barbara A. Stewart
Barbara A. Stewart, Chairman

ATTEST:

By:
Robert W. Germaine, Clerk

420.9076 Adoption of affordable housing incentive strategies; committees.—

(1) Each county or eligible municipality participating in the State Housing Initiatives Partnership Program, including a municipality receiving program funds through the county, or an eligible municipality must, within 12 months after the original adoption of the local housing assistance plan, amend the plan to include local housing incentive strategies as defined in s. 420.9071(18).

(2) The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. Pursuant to the terms of any interlocal agreement, a county and municipality may create and jointly appoint an advisory committee. The local action adopted pursuant to s. 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. Effective October 1, 2020, the committee must consist of one locally elected official from each county or municipality participating in the State Housing Initiatives Partnership Program and one representative from at least six of the categories below:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

(e) A citizen who is actively engaged as a for-profit provider of affordable housing.

(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

(j) A citizen who represents employers within the jurisdiction.

(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(3) All meetings of the advisory committee are public meetings, and all committee records are public records. Staff, administrative, and facility support to the advisory committee shall be provided by the appointing county or eligible municipality.

(4) Annually, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and

other policies. At a minimum, each advisory committee shall submit an annual report to the local governing body and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program which includes recommendations on the implementation of affordable housing incentives in the following areas:

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.

(b) All allowable fee waivers provided for the development or construction of affordable housing.

(c) The allowance of flexibility in densities for affordable housing.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

(e) Affordable accessory residential units.

(f) The reduction of parking and setback requirements for affordable housing.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

(h) The modification of street requirements for affordable housing.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

The advisory committee recommendations may also include other affordable housing incentives identified by the advisory committee. Local governments that receive the minimum allocation under the State Housing Initiatives Partnership Program shall perform an initial review but may elect to not perform the annual review.

(5) The approval by the advisory committee of its local housing incentive strategies recommendations and its review of local government implementation of previously recommended strategies must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing. Notice of the time, date, and place of the public hearing of the advisory committee to adopt its evaluation and final local housing incentive strategies recommendations must be published in a newspaper of general paid circulation in the county. The notice must contain a short and concise summary of the evaluation and local housing incentives strategies recommendations to be considered by the advisory committee. The notice must state the public place where a copy of the evaluation and tentative advisory committee recommendations can be obtained by interested persons. The final report, evaluation, and recommendations shall be submitted to the corporation.

(6) Within 90 days after the date of receipt of the evaluation and local housing incentive strategies recommendations from the advisory committee, the governing body of the appointing local government shall adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within its jurisdiction. The amendment must include, at a minimum, the local housing incentive strategies required under s. 420.9071(18). The local government must consider the strategies specified in paragraphs (4)(a)-(k) as recommended by the advisory committee.

(7) The governing board of the county or the eligible municipality shall notify the corporation by certified mail of its adoption of an amendment of its local housing assistance plan to incorporate local housing incentive strategies. The notice must include a copy of the approved amended plan.

(a) If the corporation fails to receive timely the approved amended local housing assistance plan to incorporate local housing incentive strategies, a notice of termination of its share of the local housing distribution shall be sent by certified mail by the corporation to the affected county or eligible municipality. The notice of termination must specify a date of termination of the funding if the affected county or eligible municipality has not adopted an amended local housing assistance plan to incorporate local housing incentive strategies. If the county or the eligible municipality has not adopted an amended local housing assistance plan to incorporate local housing incentive strategies by the termination date specified in the notice of termination, the local distribution share terminates; and any uncommitted local distribution funds held by the affected county or eligible municipality in its local housing assistance trust fund shall be transferred to the Local Government Housing Trust Fund to the credit of the corporation to administer the local government housing program.

(b) If a county fails to timely adopt an amended local housing assistance plan to incorporate local housing incentive strategies but an eligible municipality receiving a local housing distribution pursuant to an interlocal agreement within the county does timely adopt an amended local housing assistance plan to incorporate local housing incentive strategies, the corporation, after issuance of a notice of termination, shall thereafter distribute directly to the participating eligible municipality its share calculated in the manner provided in s. 420.9073.

(c) Any county or eligible municipality whose local distribution share has been terminated may subsequently elect to receive directly its local distribution share by adopting an amended local housing assistance plan to incorporate local housing incentive strategies in the manner and according to the procedure provided in this section and by adopting an ordinance in the manner required in s. 420.9072.

(8) The advisory committee may perform other duties at the request of the local government, including:

(a) The provision of mentoring services to affordable housing partners including developers, banking institutions, employers, and others to identify available incentives, assist with applications for funding requests, and develop partnerships between various parties.

(b) The creation of best practices for the development of affordable housing in the community.

(9) The advisory committee shall be cooperatively staffed by the local government department or division having authority to administer local planning or housing programs to ensure an integrated approach to the work of the advisory committee.

(10) The locally elected official serving on an advisory committee, or a locally elected designee, must attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program as provided in s. 420.531(2). If the locally elected official or a locally elected designee fails to attend three consecutive regional workshops, the corporation may withhold funds pending the person's attendance at the next regularly scheduled biannual meeting.

History.—s. 32, ch. 92-317; s. 15, ch. 93-181; s. 38, ch. 97-167; s. 24, ch. 2006-69; s. 19, ch. 2007-198; s. 117, ch. 2008-4; s. 30, ch. 2009-96; s. 16, ch. 2011-15; s. 67, ch. 2011-139; s. 11, ch. 2016-210; s. 19, ch. 2020-27; s. 37, ch. 2021-51.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Melony Culpepper, Planning and Zoning Manager**

SUBJECT/TITLE: **Public hearing to consider adoption of Large Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-21-592LS, pertaining to the addition of a Property Rights Element.**

STATEMENT OF ISSUE

On October 19, 2021, the Board approved CPA-21-592LS for transmittal to the Florida Department of Economic Opportunity (DEO) for expedited state review. During DEO's review, they raised a comment regarding the County's proposed Property Rights Element; specifically that "Goal 1 states that 'To provide a framework for ensuring that private property rights are considered during the Highlands County decision-making process concerning land use and zoning matters.' Prior to adoption, the proposed amendment must be revised to indicate the County will consider private property rights in all local decision making in accordance with Section 163.3177(6)(i)1., F.S."

Staff consulted the County Attorney for the appropriate modification to the Property Rights Element. Attached please a red-lined version of the proposed Property Rights Element.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 21-22-04, Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-21-592LS Property Rights Element BCC Adoption.pdf
Red-Lined Property Rights Element BCC Adoption.pdf
Ordinance CPA-21-592LS Property Rights Element BCC Adoption.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Comprehensive Plan Amendment	**BCC Hearing Date:** 12/21/2021
Case Number: CPA-21-592LS	**Case Name:** Property Rights Element
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: Comprehensive Plan Text Amendment

Proposal: Include a Property Rights Element

Area Covered
By Amendment: County-wide

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC):** Move to approve and adopt by Ordinance 21-22-04, Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination.

2. **Excerpt from the October 19, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "9.A. Public hearing to consider transmittal to the Florida Department of Economic Opportunity of a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-21-592LS, pertaining to the addition of a Property Rights Element.** Melony Culpepper, Planner & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the ordinance into the record.

   Chairman Kirouac opened the floor for public comment. Input was not provided.

   Commissioner Tuck moved to approve Large Scale Plan Amendment CPA-21-592LS, adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan, for transmittal to the Florida Department of Economic Opportunity for expedited state review. Commissioner Roberts seconded the motion.
   Upon roll call, all Commissioners voted aye. The motion carried.

3. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

4. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to approve Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

5. **Excerpt from the September 14, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER CPA-21-592LS – PROPERTY RIGHTS ELEMENT TEXT AMENDMENT TO THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN – MELONY CULPEPPER, PLANNING AND ZONING MANAGER** Mr. Roberts read the request, and Mrs. Culpepper presented the request. There were no letters received; no one spoke in favor or against the request.

   Motion by Mrs. Hunnicutt and seconded by Mr. Reed to recommend to the Board of County Commissioners (BCC) to approve the Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

   Upon roll call, all members voted yes. Motion carried 7-0.

Supplemental Material/Issue Analysis Report:

1. **Request:** To consider adoption of the proposed text amendments to the Highlands County 2030 Comprehensive Plan.

   The Florida Legislature adopted House Bill (HB) 59, which requires local governments to adopt a property rights element into their comprehensive plan to ensure that private property rights are considered in local decision-making. The text of the bill is as follows:

   A local government may adopt its own property rights element or use the following statement of rights:

   The following rights shall be considered in local decision-making:

   1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. 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.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Comments from reviewing agencies:

DEO: The Department of Economic Opportunity is raising a comment regarding the County's proposed Property Rights Element. Section 163.3177(6)(i)1., F.S. (Ch. 2021-195, Laws of Fla.), requires each local government to include a property rights element in its comprehensive plan. Proposed Amendment 21-02ESR adds a "Property Rights Element" (Goal, Objective 1, and Policies 1.1, 1.2, 1.3 and 1.4) to the Highlands County Comprehensive Plan. Goal 1 states that "To provide a framework for ensuring that private property rights are considered during the Highlands County decision-making process concerning land use and zoning matters." Prior to adoption, the proposed amendment must be revised to indicate the County will consider private property rights in all local decision making in accordance with Section 163.3177(6)(i)1., F.S. To ensure adopted language does not conflict, the Department recommends that the local government consult its legal department.

3. Analysis:

Staff consulted the County Attorney for the appropriate modification to the Property Rights Element.

PROPERTY RIGHTS ELEMENT

GOAL: To provide a framework for ensuring that private property rights are considered in local decision making. ~~the adoption of all rules, regulations, programs and/or decision making processes, which are adopted under the authority of Florida's Community Planning Act.~~

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.

Policy 1.3: Highlands County will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: Highlands County will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

ORDINANCE NO. 21-22-04

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY PERTAINING TO THE PROPERTY RIGHTS ELEMENT TEXT AMENDMENT TO THE HIGHLANDS COUNTY COMPREHENSIVE PLAN 2030; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF 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, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

WHEREAS, Highlands County is committed to planning and managing the future growth of the unincorporated areas of the County; and

WHEREAS, Florida Statutes, Section 163.3167, requires that Highlands County maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, Highlands County has the authority to amend its Comprehensive Plan pursuant to Florida Statutes, Chapter 163, Part II; and

WHEREAS, the purpose of this Ordinance is to amend the Highlands County Comprehensive Plan to include a property rights element; and

WHEREAS, the Highlands County Planning and Zoning Commission has been duly designated as the Local Planning Agency of the County and in such capacity conducted a duly noticed public hearing on September 14, 2021 to receive public comments on the proposed text amendment to the Highlands County Comprehensive Plan 2030; and

WHEREAS, on October 19, 2021, the Board of County Commissioners conducted a duly noticed public hearing to consider the public comments and receive the recommendations of the Planning and Zoning Commission; and

WHEREAS, Highlands County has complied with all requirements and procedures under Florida law in adopting the subject element to the Highlands County Comprehensive Plan 2030.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENT. The Highlands County Comprehensive Plan 2030 is hereby amended to include the Property Rights Element attached hereto as **EXHIBIT "A".**

SECTION 3. TRANSMITTAL OF AMENDMENTS. The County Administrator or a designee thereof is hereby directed to transmit the amendments to the Highlands County Comprehensive Plan 2030 to all necessary reviewing agencies pursuant to Florida Statutes, Section 163.3184.

SECTION 4. 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 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the Highlands County Comprehensive Plan 2030, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. 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 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. 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 9. EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

A. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be 31 days after the Florida Department of Economic Opportunity notifies the County that the plan amendment package is complete or, if timely challenged, the date the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendments to be in compliance as set forth in Florida Statutes, Section 163.3184.

B. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the Highlands County Comprehensive Plan 2030 and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

DONE AND ADOPTED this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathleen G. Rapp, Chair

ATTEST_____
Jerome Kaszubowski, Clerk

EXHIBIT “A”
Property Rights Element

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 1.1: 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.

Policy 1.3: Highlands County will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: Highlands County will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79 acres, from Neighborhood Business District (B-1) to Residential District (R-1).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for three parcels totaling approximately 0.79 acres, from Neighborhood Business District (B-1) to Residential District (R-1). The parcels are vacant of structures and cleared of native vegetation.

The Applicant is proposing to develop the parcels for residential use, which is compatible with the existing future land use designation and the character of the surrounding area.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2087 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79 acres from Neighborhood Business District (B-1) to Residential District (R-1), 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 2087 Lake June Park for BCC
Application P&Z 2087 Lake June Park for BCC
Resolution P&Z 2087 Lake June Park for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/21/2021
Case Number: P&Z 2087	**Case Name:** Lake June Park
Agent: Kim Sapp	**Property Owners:** Lake June Park, Inc.
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Three parcels totaling approximately 0.79-acres, from Neighborhood Business District (B-1) to Residential District (R-1)

General Location: Three parcels totaling approximately 0.79 acres located approximately 0.19 miles south of CR 621, 0.13 miles west of Lake Saddlebags, and 0.07 miles east of US 27, on the east side of Megan Drive; the addresses being 501, 503, and 505 Megan Drive, Lake Placid; and legally described as follows: Lots 1, 2, and 3, Block 1, Lake Saddlebags Subdivision, according to the plat thereof as recorded in Plat Book 10, Page 44, Public Records of Highlands County, Florida

PARCEL ID: C-06-37-30-140-0010-0010
C-06-37-30-140-0010-0020
C-06-37-30-140-0010-0030

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, P&Z 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79-acres, from Neighborhood Business District (B-1) to Residential District (R-1), 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 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79-acres, from Neighborhood Business District (B-1) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 9, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER P&Z 2087 – LAKE**

JUNE PARK, INC. C/O KIM SAPP Three parcels totaling approximately 0.79 acres located approximately 0.19 miles south of CR 621, 0.13 miles west of Lake Saddlebags, and 0.07 miles east of US 27, on the east side of Megan Drive; the addresses being 501, 503, and 505 Megan Drive, Lake Placid; and legally described as follows: Lots 1, 2, and 3, Block 1, Lake Saddlebags Subdivision, according to the plat thereof as recorded in Plat Book 10, Page 44, Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Neighborhood Business District (B-1) to Residential District (R-1). Mr. Roberts read the request and Ms. Vazquez and Mrs. Sapp presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79 acres, from Neighborhood Business District (B-1) to Residential District (R-1), 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: Three parcels totaling approximately 0.79-acres, from Neighborhood Business District (B-1) to Residential District (R-1).

The parcels are vacant of structures and cleared of native vegetation.

A previous property owner requested a zoning change (Hearing No. P&Z 273) from R-1 to B-1 for the subject properties in conjunction with Lots 1 through 4, of Block 3 with the intent to develop professional offices at this location. Subsequently, Hearing No. P&Z 687 was approved for a zoning change back to residential for Lots 1 through 4, of Block 3, from B-1 to Residential District (R-1A).

On January 16, 1991, the Highlands County Comprehensive Plan was adopted with a future land use that is inconsistent with the existing zoning.

The Applicant is proposing to develop the parcels for residential use, which is compatible with the existing future land use designation and the character of the surrounding area.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RM	B-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Single-Family Residence (SFR)	RM	R-1
Adjacent Property to the South	SFR	RM	R-1A
Adjacent Property to the East	Vacant/ SFR	RM	R-1A
Adjacent Property to the West	Restaurant (McDonald's)/ Professional Building	Lake Placid Commercial General (LP CG)	Lake Placid Highway Commercial District (LP C-1)

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.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.211: Residential District (R-1) and Section 12.05.240: Neighborhood Business District (B-1).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: No objection.

Florida Department of Health: No objection

4.B. The following Departments, Divisions, and Agencies did not respond: Highlands County Natural Resources Division, Florida Department of Environmental Protection, Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

5. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 130 and 145 feet.
   Soils: The soils underlying the site is *Astatula sand, 0 to 8 percentage 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.
2. **Surface Waters:** The subject parcel has no surface water areas.
3. **Vegetative Cover:** The site has been cleared of native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The parcels are not within a vested authority.
3. **Current Zoning Designation:** The site has a zoning designation is B-1.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-1.
5. **Current Zoning Intensity:** The current zoning allows a maximum of up to 0.70 FAR for office and up to 0.80 FAR for commercial use.
6. **Proposed Population Yield:** The proposed zoning allows up to one dwelling unit per property. The proposed zoning carries a potential population yield of 6 persons; 3 properties x 1 = 3 dwelling units x 2.3 persons = 6.9 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the parcels for residential purpose.

5.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 **12055C0386C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property **is not** located within a Military Airport Zone 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.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Town of Lake Placid.
2. **Central Wastewater:** The property will be served by an off-site central wastewater treatment system provided by the Town of Lake Placid.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** has All three (3) lots have direct access onto Megan Avenue; Lot 1 also has direct access onto Twyla Boulevard, and Lot 3 also has direct access onto Faye Drive.
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.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

5.F. Schools: Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is not** required at the time of development.

5.G. Airports: The subject property is located approximately 22.6 miles southeast of the Avon Park Executive Airport and 10.6 miles south of the Sebring Regional Airport.

6. 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 2087, changing the Official Zoning Atlas for three parcels totaling approximately 0.79-acres, from Neighborhood Business District (B-1) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

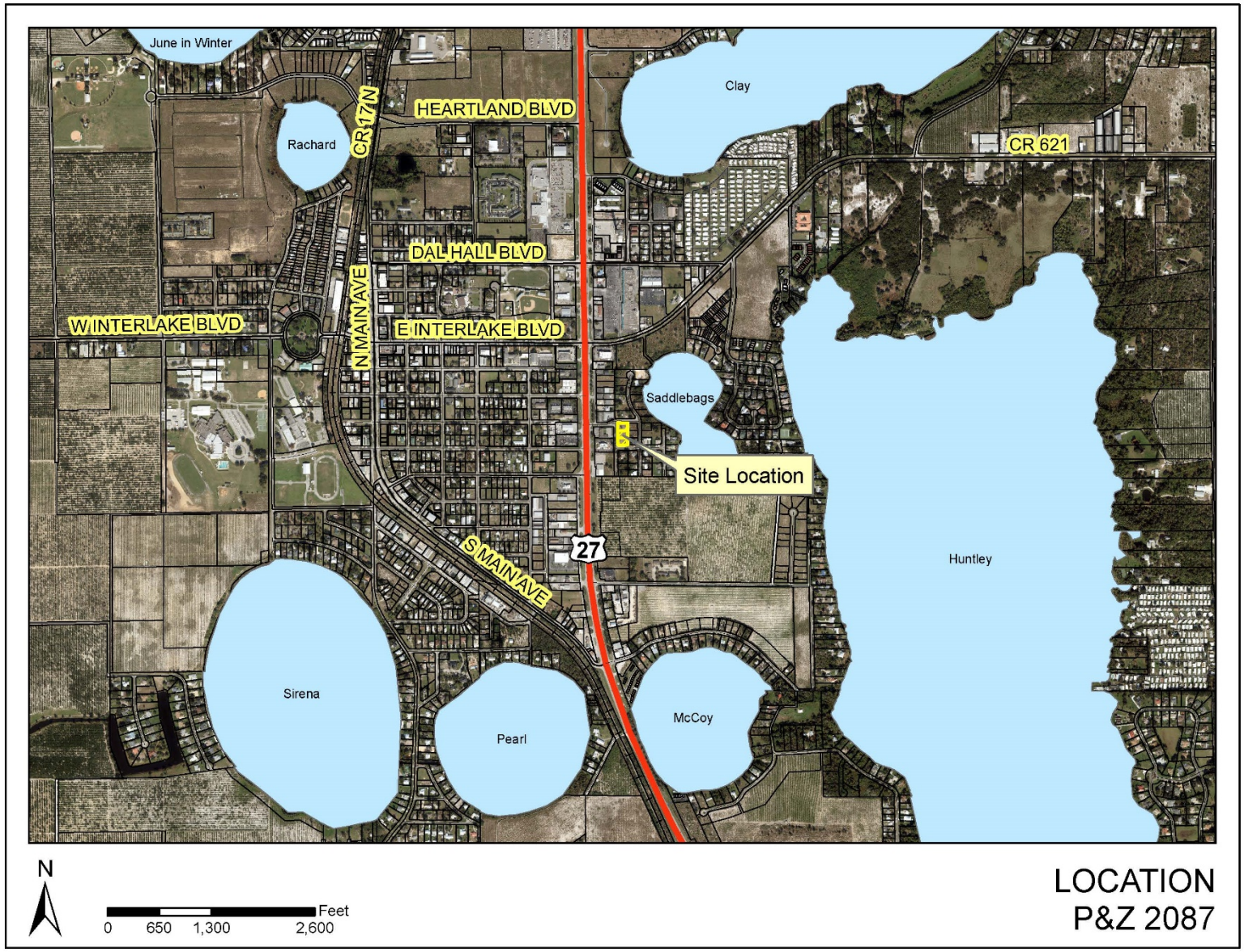

June in Winter
Rachard
CR 17N
HEARTLAND BLVD
Clay
CR 621
DAL HALL BLVD
W INTERLAKE BLVD
N MAIN AVE
E INTERLAKE BLVD
Saddlebags
Site Location
27
S MAIN AVE
Huntley
Sirena
Pearl
McCoy
N
0 650 1,300 2,600 Feet
LOCATION
P&Z 2087

Exhibit 2:

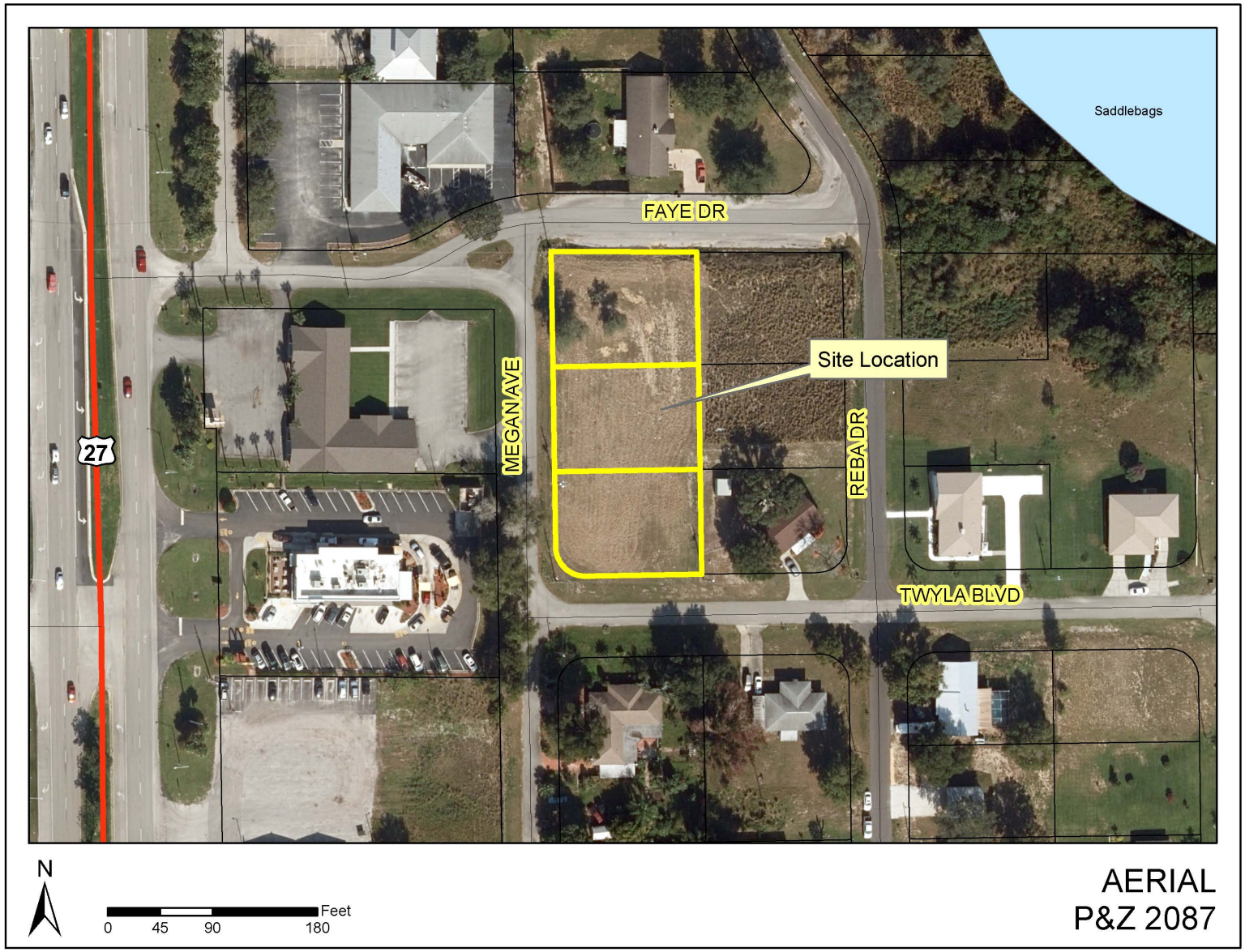

Saddlebags
FAYE DR
Site Location
MEGAN AVE
REBA DR
TWYLA BLVD
27
N
Feet
0
45
90
180
AERIAL
P&Z 2087

Exhibit 3:

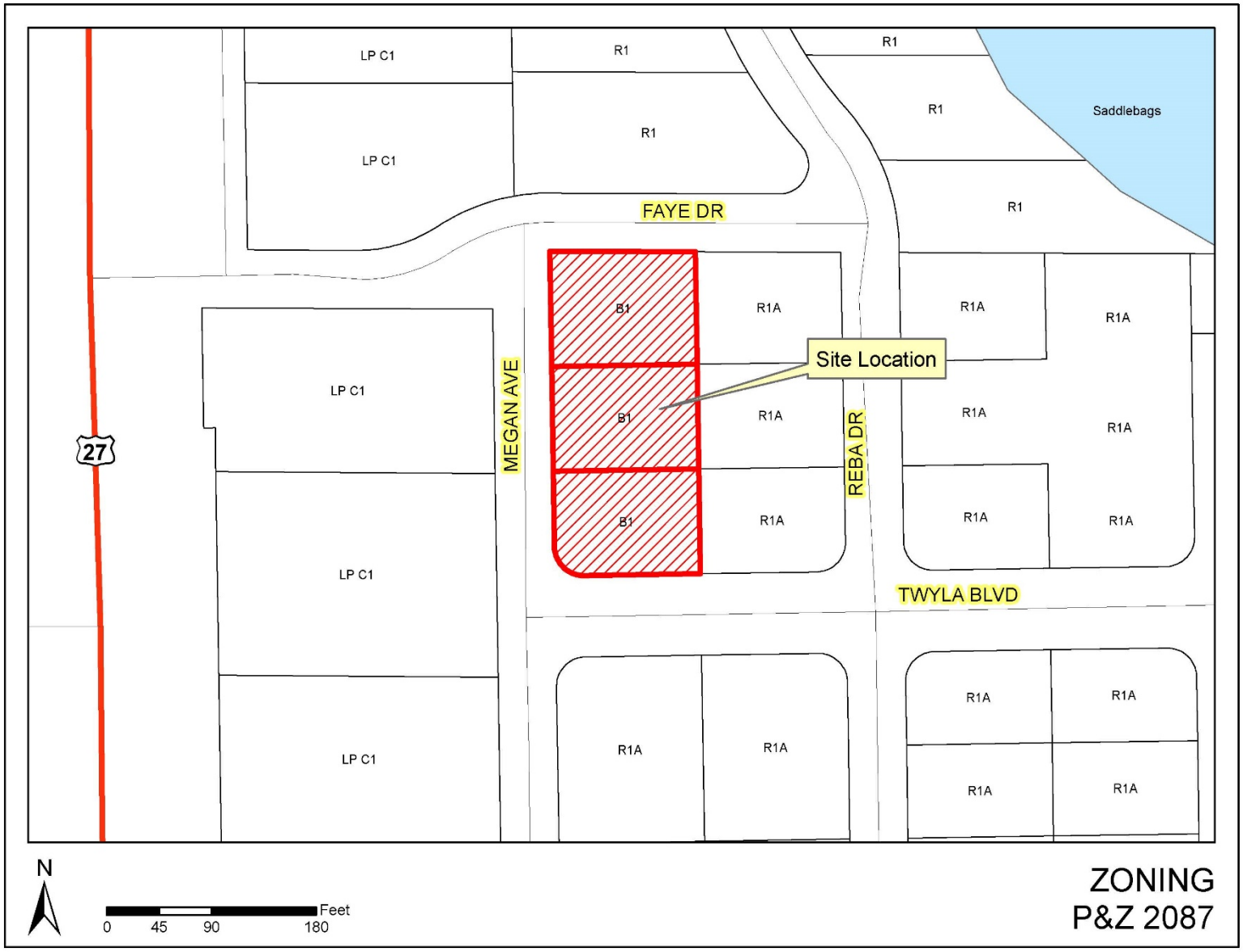

LP C1
R1
R1
R1
R1
Saddlebags
LP C1
R1
FAYE DR
R1
B1
R1A
R1A
R1A
Site Location
LP C1
B1
R1A
R1A
MEGAN AVE
REBA DR
27
B1
R1A
R1A
R1A
LP C1
TWYLA BLVD
LP C1
R1A
R1A
R1A
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R1A
R1A
N
Feet
0
45
90
180
ZONING
P&Z 2087

Exhibit 4:

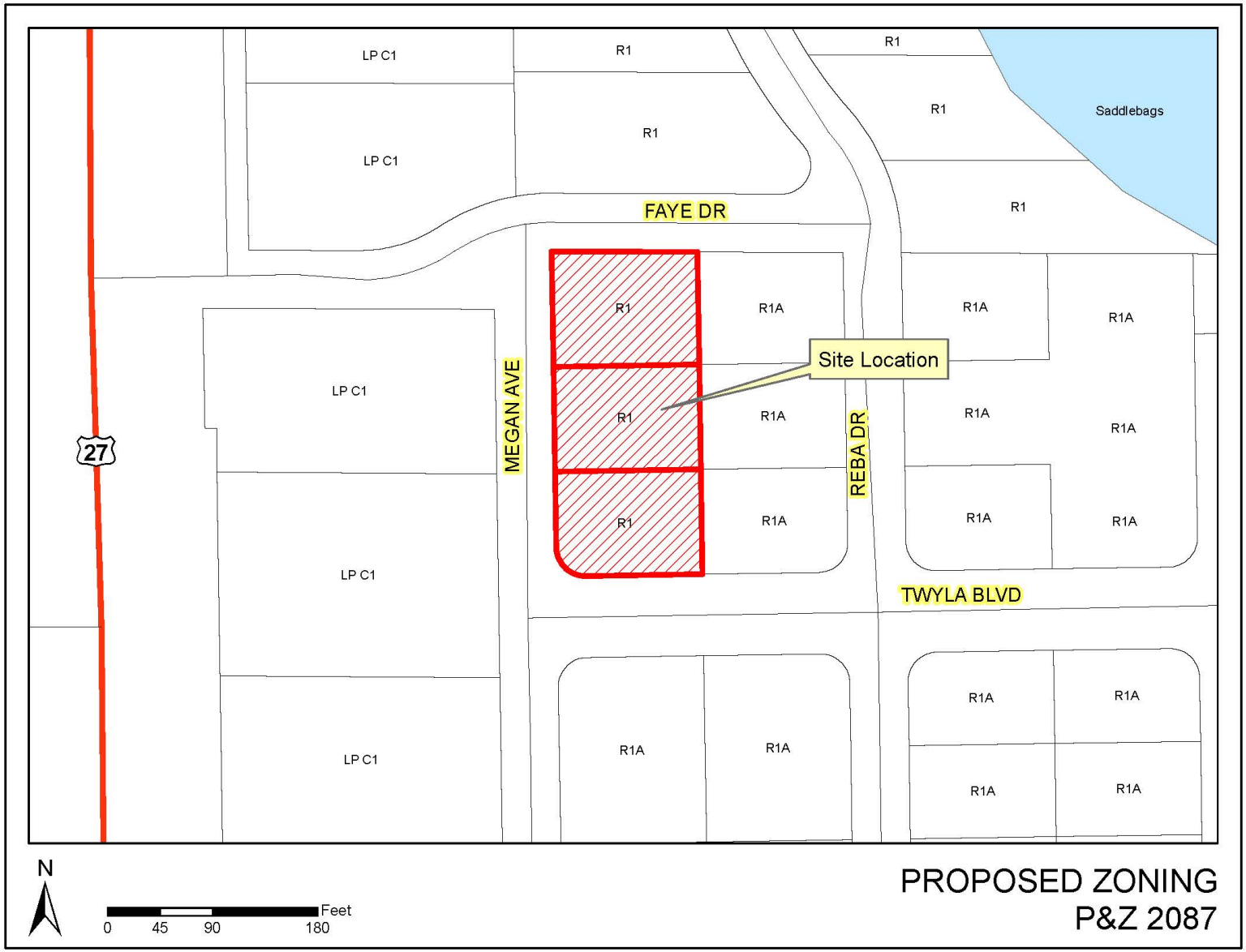

LP C1
R1
Saddlebags
FAYE DR
R1A
Site Location
MEGAN AVE
REBA DR
27
TWYLA BLVD
N
Feet
0
45
90
180
PROPOSED ZONING
P&Z 2087

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning change from: B-1
Zoning change to: R-1 ~~PD~~

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2087 **Date of Application:** 9/09/2021
Amount of Fee: $ 1,950.00 **Receipt No.:** 21090003/4500000/1254 **Tax Map No.:** 139-B
Hearing Dates: LP: _____ **P&Z:** 11/9/2021 **BCC:** 12/21/2021

****

This application has been reviewed for completeness and determined sufficient:

_____ 9/16/2021
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: Lake June Park, Inc., a Florida corporation
   Mailing Address: PO Box 2489, Lake Placid, FL 33862
   Telephone No.: 863-441-2689 **E-Mail Address:** lakejunepark@yahoo.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: Kimberly L. Sapp
   Mailing Address: 12 S Main Avenue, Lake Placid, FL 33852
   Telephone No.: 863-465-7278 **E-Mail Address:** kimsapp@sapplawpa.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. Lots 1, 2 and 3, Block 1, LAKE SADDLEBAGS SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 10, Page 44, Public Records of Highlands County, Florida
4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C- 06 - 37 - 30 - 140 - 0010 - 0030 **STRAP #:**C- 06 - 37 - 30 - 140 - 0010 - 0010
   STRAP #:C- 06 - 37 - 30 - 140 - 0010 - 0020 **STRAP #:**C- ___ - ___ - ___ - ___ - ___ - ___
5. **Street Address(es) of Property Covered by the Application:** 501, 503, 505 Megan Drive, Lake Placid, FL 33852

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B-1 **Existing Land Use Classification:** ~~LRPR~~ RM
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent x☒Not Consistent

7. **Existing Property Information:** Size of Property (width) ~~288~~ 90-99 ea feet, (depth) 125 ea feet, street frontage ~~538~~ 90-224 ea. feet, water frontage 0 feet, **Total acres** ~~8~~ 0.26-0.28 ea; 0.80 total
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? _____

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. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	~~Commercial~~ SFR	~~US27~~ RM	~~C-1~~ R-1
South	~~Residential~~ SFR	~~SFR~~ RM	R-1A
East	~~Residential~~ Vacant/SFR	~~SFR~~ RM	R-1A
West	~~Residential~~ McDonalds/Medical Office	~~SFR~~ LP CG	~~R-1~~ LP C-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Land use and zoning are inconsistent preventing any development of the properties.

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** One single family dwelling on each lot

15. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
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.

16. **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 Town of Lake Placid 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 2,910,000. gpcd.
b. The facility has a permitted capacity for 557,000 gpcd.
c. The facility has an average demand or committed capacity for 400,000 gpcd.
d. The facility has an excess capacity of 157,000 gpcd.
e. This proposed development will require approximately 120 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**

17. **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 Town of Lake Placid 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 249000 gpcd.
b. The facility has a permitted capacity for 249000 gpcd.
c. The facility has an average demand or committed capacity for 105000 gpcd.
d. The facility has an excess capacity of 144000 gpcd.
e. This proposed development will require approximately 300 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. N/A **Applicant's Initial**

18. **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.

19. **Solid Waste Disposal:** The proposed development will be served by the Town of Lake Placid 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.

20. **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: _____

    _____

    Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **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:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **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.

25. **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).

26. **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.

27. **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.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☒**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

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

TOWN OF LAKE PLACID

September 2, 2021

Re: Water & Wastewater Availability/Capacity 501 Megan Drive, Lake Placid, FL

To Whom It May Concern,

This letter is confirmation that the Town of Lake Placid does have capacity of domestic drinking water & sanitary sewer at 501 Megan Drive, Lake Placid, Florida.

Water Service: Available but a project will have to be completed to install the service and may have to go through permitting.

Sewer: Gravity available on the other side of Faye Drive, but plumber needs to determine if slope is sufficient to gravity feed or if a private lift station will be required.

FDEP PWS #6280286

Designed Capacity:	2.91 MGD
Permitted Capacity:	.557 MGD
Current Average Demand:	.400 MGD
Current Excess Capacity:	.157 MGD

FDEP Permit # FLA281484-008

Designed Capacity:	.249 MGD
Permitted Capacity:	.249 MGD
Current Average Demand:	.105 MGD
Current Excess Capacity:	.144 MGD

Please contact me if you have any questions.

Respectfully,

Leigh Anne Bemis
Compliance Coordinator

Lake Placid Town Hall
Telephone 863-699-3747

1069 US 27 North
Fax 863-699-3749

Lake Placid, Florida 33852
http://www.lakeplacidfl.net

TOWN OF LAKE PLACID

September 2, 2021

Re: Water & Wastewater Availability/Capacity 503 Megan Drive, Lake Placid, FL

To Whom It May Concern,

This letter is confirmation that the Town of Lake Placid does have capacity of domestic drinking water & sanitary sewer at 503 Megan Drive, Lake Placid, Florida.

Water Service: Available but a project will have to be completed to install the service and may have to go through permitting.

Sewer: Gravity available on the other side of Faye Drive, but plumber needs to determine if slope is sufficient to gravity feed or if a private lift station will be required.

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Leigh Anne Bemis
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Telephone 863-699-3747

1069 US 27 North
Fax 863-699-3749

Lake Placid, Florida 33852
http://www.lakeplacidfl.net

TOWN OF LAKE PLACID

September 2, 2021

Re: Water & Wastewater Availability/Capacity 505 Megan Drive, Lake Placid, FL

To Whom It May Concern,

This letter is confirmation that the Town of Lake Placid does have capacity of domestic drinking water & sanitary sewer at 505 Megan Drive, Lake Placid, Florida.

Water Service: Available but a project will have to be completed to install the service and may have to go through permitting.

Sewer: Gravity available on the other side of Faye Drive, but plumber needs to determine if slope is sufficient to gravity feed or if a private lift station will be required.

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RESOLUTION NO. 21-22-31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL IDS# C-06-37-30-140-0010-0010, C-06-37-30-140-0010-0020, AND C-06-37-30-140-0010-0030; 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 IDs# C-06-37-30-140-0010-0010, C-06-37-30-140-0010-0020, and C-06-37-30-140-0010-0030 (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 IDs# C-06-37-30-140-0010-0010, C-06-37-30-140-0010-0020, and C-06-37-30-140-0010-0030 and more particularly described as:

> Lots 1, 2, and 3, Block 1, Lake Saddlebags Subdivision, according to the plat thereof as recorded in Plat Book 10, Page 44, Public Records of Highlands County, Florida.

is hereby changed from Neighborhood Business District (B-1) to Residential District (R-1).

The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Residential District (R-1).

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 2087, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-593SS, for approximately 6.28 acres, from Commercial (C) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 6.28-acre parcel to change the Future Land Use Map from Commercial (C) to Medium Density Residential (RM). The parcel is covered with native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future residential development of 8 single-family residences.

There is a companion request for a zoning change from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), P&Z 2090.

The Planning and Zoning Commission recommended approval of CPA-21-593SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-21-593SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 6.28-acre parcel, from Commercial (C) to Medium Density Residential (RM), and transmit CPA-21-593SS to the Florida Department of Economic Opportunity 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-21-593SS Norman Sutton for BCC
Application CPA-21-593SS Noman Sutton for BCC
Ordinance CPA-21-593SS Noman Sutton for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/21/2021
Case Number: CPA-21-593SS	**Case Name:** Norman Sutton
Agent: Anthony Preiner	**Property Owners:** Norman C. Sutton
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 6.28-acre parcel, from Commercial (C) to Medium Density Residential (RM)

General Location: An approximate 6.28-acre parcel located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring, Florida

PARCEL ID: C-34-35-29-030-0050-0000

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, CPA-21-593SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 6.28-acre parcel, from Commercial (C) to Medium Density Residential (RM), and transmit CPA-21-593SS to the Florida Department of Economic Opportunity 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-21-593SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 6.28-acre parcel, from Commercial (C) to Medium Density Residential (RM), and transmit CPA-21-593SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 9, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER CPA-21-593SS – NORMAN SUTTON C/O ANTHONY PREINER** An approximate 6.28-acre parcel

located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring; and legally described as follows: That part of Lot 3 lying West of US 27, and all of Lot 5, of a Subdivision of W 1/2 of NW 1/4 of Section 34, Township 35 South, Range 29 East, according to the plat thereof recorded in Transcript Book, Page 41, Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Commercial (C) to Medium Density Residential (RM). Mr. Roberts read the request, and Ms. Vazquez presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mrs. Mack and seconded by Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-593SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 6.28 acres from Commercial (C) to Medium Density Residential (RM), along with the conditions as listed in the Staff Report, and transmit CPA-21-593SS to the Florida Department of Economic Opportunity 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."

Recommended Site-Specific Conditions:

A. The number of dwelling units is to be capped at 8.

B. Environmental clearance, if required, of impacts to Xeric Uplands will be required prior to development. No development order or permit will be issued unless prescribed environmental mitigation is accomplished.

C. Concurrency clearance/assessment for traffic circulation, central wastewater, potable water, solid waste disposal, storm water drainage, and recreation and open space will be required prior to development. All development orders and permits will specify any needed improvements, and a schedule for their implementation including any conditions that require public facility improvements, be in place concurrent with the impacts of the proposed development.

D. Land or assessment will be provided to meet the minimum recreation requirements based upon the number of build-out dwelling units and the population generated.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 6.28-acre parcel, from C to RM.

An Ordinance to change the future land use designation from Agriculture (AG) to Commercial (C) and a Resolution to change the zoning designation from

Agricultural (AU) to Business District with a Conditional Use (B-3 CU) were adopted on March 26, 2002.

The parcel is covered with native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future residential development of 8 single-family residences.

There is a companion request for a zoning change from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), P&Z 2090.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grazing Soil	C	B-3 CU
Adjacent Property to the North	Single-Family Residence	AG	AU
Adjacent Property to the South	Vacant	C/ RM	B-3/ R-1
Adjacent Property to the East	Professional Building (Veterinary Office)	C	B-3
Adjacent Property to the West	Vacant/ Lake Josephine	RM	R-1

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; Policies 1.2.D.3, Medium Density Residential (RM) and 1.2.D.7, Commercial (C).
Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.211: Residential District (R-1), 12.05.242: Business District (B-3), and 12.05.292: Conditional Use District (CU).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas

Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period

Objective 1: Growth Management Strategy:

Policy 1.1, 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: Support the utility providers that serve the unincorporated portions of highlands county in providing sufficient potable water to residential and non-residential users within water service areas consistent with the water supply facilities work plan:

Policy 6.5, Mandatory Connection to Central Water System:

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.

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. 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 for platting and additional requirements may be identified at that time.

Natural Resources: The property is listed as xeric upland and borders Lake Josephine. An Environmental Clearance Report (ECR) is required and it is our recommendation that it go before the Highlands County Natural Resources Advisory Committee (NRAC). The property contains the proper soils and elevation for both sand skinks and gopher tortoises.

Florida Department of Health: No objection.

5.B. The following Departments, Divisions, and Agencies did not respond: Florida Department of Environmental Protection, City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 75 and 85 feet.
2. **Soils:** The soils underlying the site are Tavares Sand, 0 to 5% slopes, and Astatula Sand, 0 to 8% slopes.
   Tavares Sand, 0 to 5% slopes - This soil is nearly level to gently sloping and moderately well drained. The available water capacity is very low, with rapid or very rapid permeability. There are moderate limitations for most urban uses because the seasonal high-water table is within 4 to 6 feet of the surface. It has slight limitations for dwellings without basements, small commercial buildings, and local streets and roads.
   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.
3. **Surface Waters:** The subject parcel is contiguous to Lake Josephine.
4. **Vegetative Cover:** The site is covered in native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Commercial.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
4. **Current FLUM Intensity:** The current FLUM allows a maximum of 0.80 FAR.
5. **Proposed FLUM Population Density:** The proposed FLUM will allow a maximum of 8 dwelling units. The parcel would carry a potential population yield of 18 persons; 8 dwelling units x 2.3 persons = 18.4 persons.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for residential purposes.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains approximately 6.28 acres of Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.

3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and AE, for areas located within the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0243C**, 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.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the US Water Corporation.
2. **Central Wastewater:** The property will be served by an on-site wastewater system that will be designed to connect to a central wastewater 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 US 27 and will be required to construct an internal roadway to give access to the individual residential lots.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will require approximately 0.18 acres 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.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.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.

6.G. Airports: The subject property is located approximately 14.8 miles southeast of the Avon Park Executive Airport and 5.1 miles southwest of the Sebring Regional Airport.

6.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 and access will be directly off of US 27. The proposed use will not adversely impact the 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 proposed development will be able to connect to central potable water and wastewater systems when they become 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:* The property is located adjacent to an existing shared bikeway along US 27, which in turn connects to downtown Sebring and Lake Placid. The bikeway along US 27 will provide bicycling to local businesses.

(4) *Promotes conservation of water and energy:* The property is located in an existing urbanized area, conveniently located near local schools and businesses. Building near local schools and businesses will allow walkability, thereby conserving fuel.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* Many of the property's soils have severe limitations for agricultural activities. The property is located in an urbanized area and will not impact nearby agricultural areas and activities, thus preserving them.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will be required to provided recreation for the residences.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* This indicator is not applicable.

(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.

7. 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-21-593SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 6.28-acre parcel, from Commercial (C) to Medium Density Residential (RM), and transmit CPA-21-593SS to the Florida Department of Economic Opportunity 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:

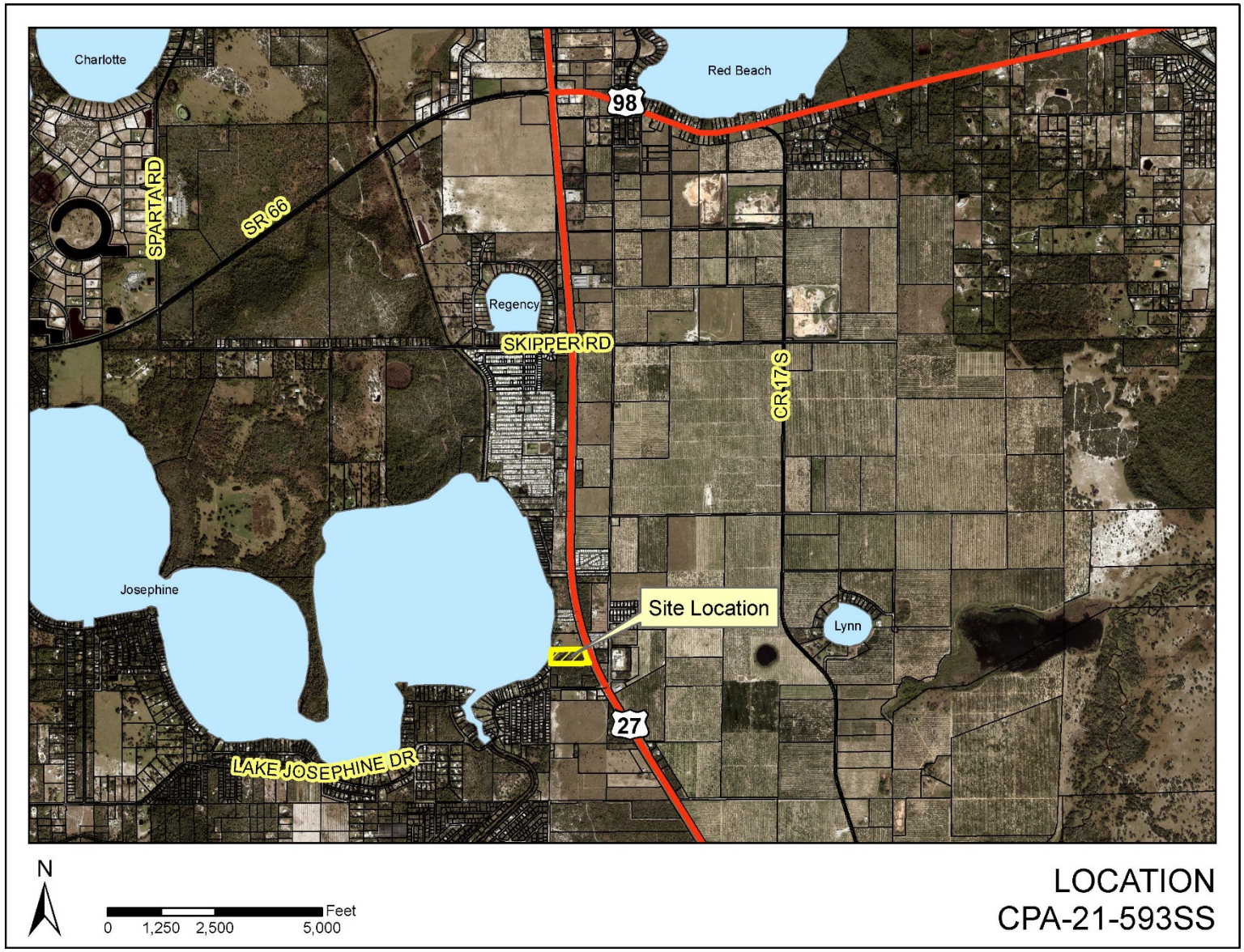

Charlotte
Red Beach
98
SPARTA RD
SR 66
Regency
SKIPPER RD
CR 17 S
Josephine
Site Location
Lynn
27
LAKE JOSEPHINE DR
N
Feet
0
1,250
2,500
5,000
LOCATION
CPA-21-593SS

Exhibit 2:

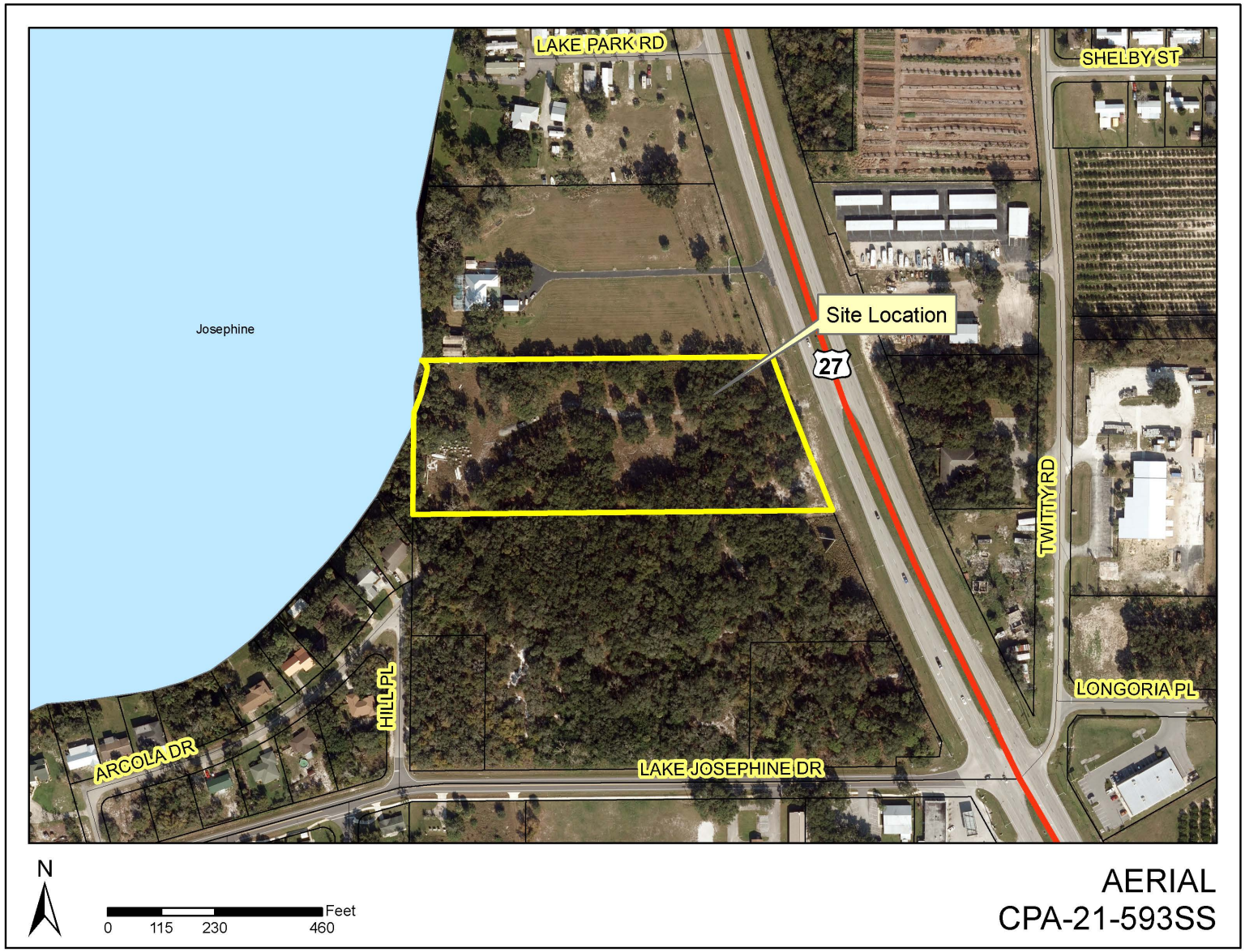

LAKE PARK RD
SHELBY ST
Josephine
Site Location
27
TWITTY RD
HILL PL
LONGORIA PL
ARCOLA DR
LAKE JOSEPHINE DR
N
Feet
0
115
230
460
AERIAL
CPA-21-593SS

Exhibit 3:

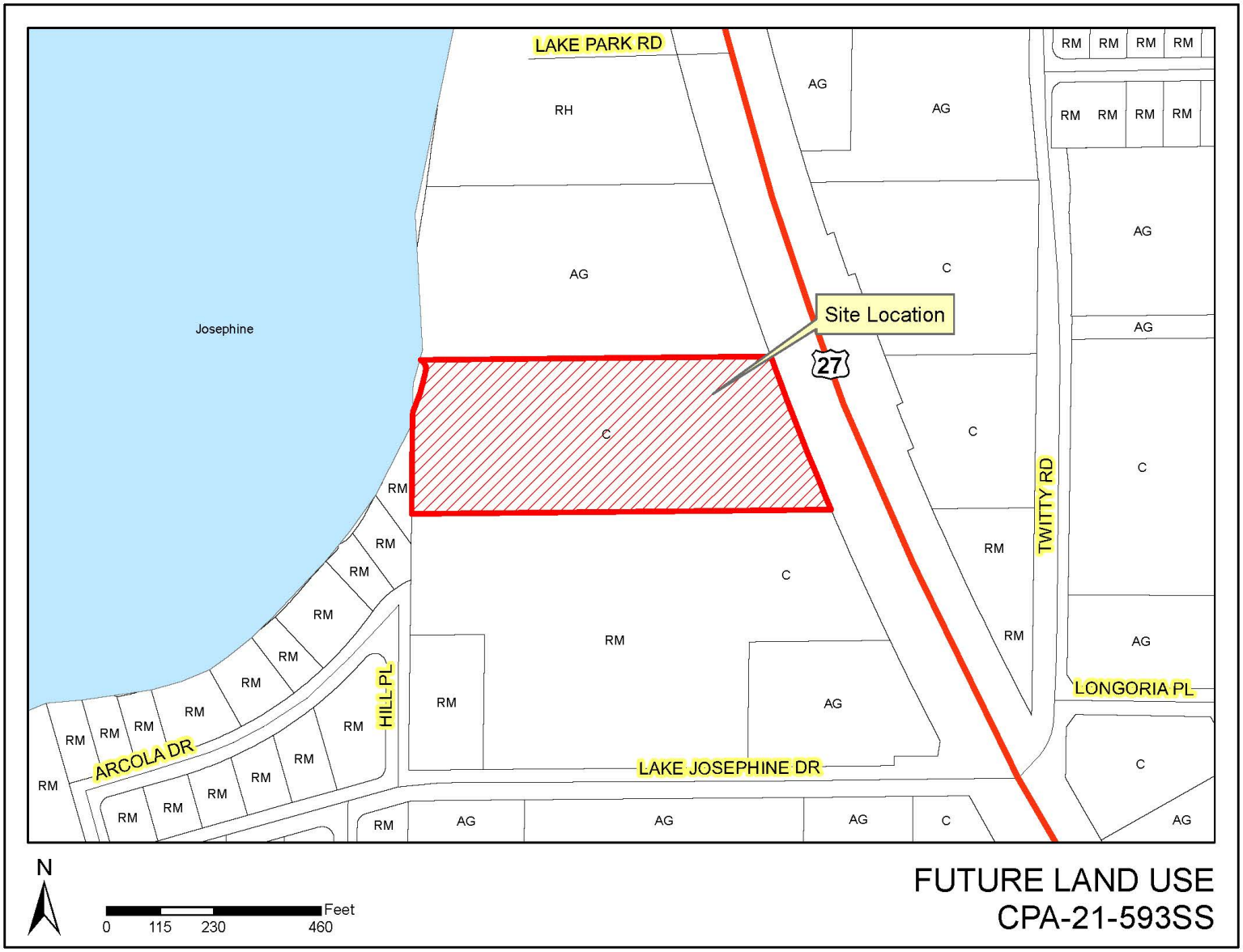
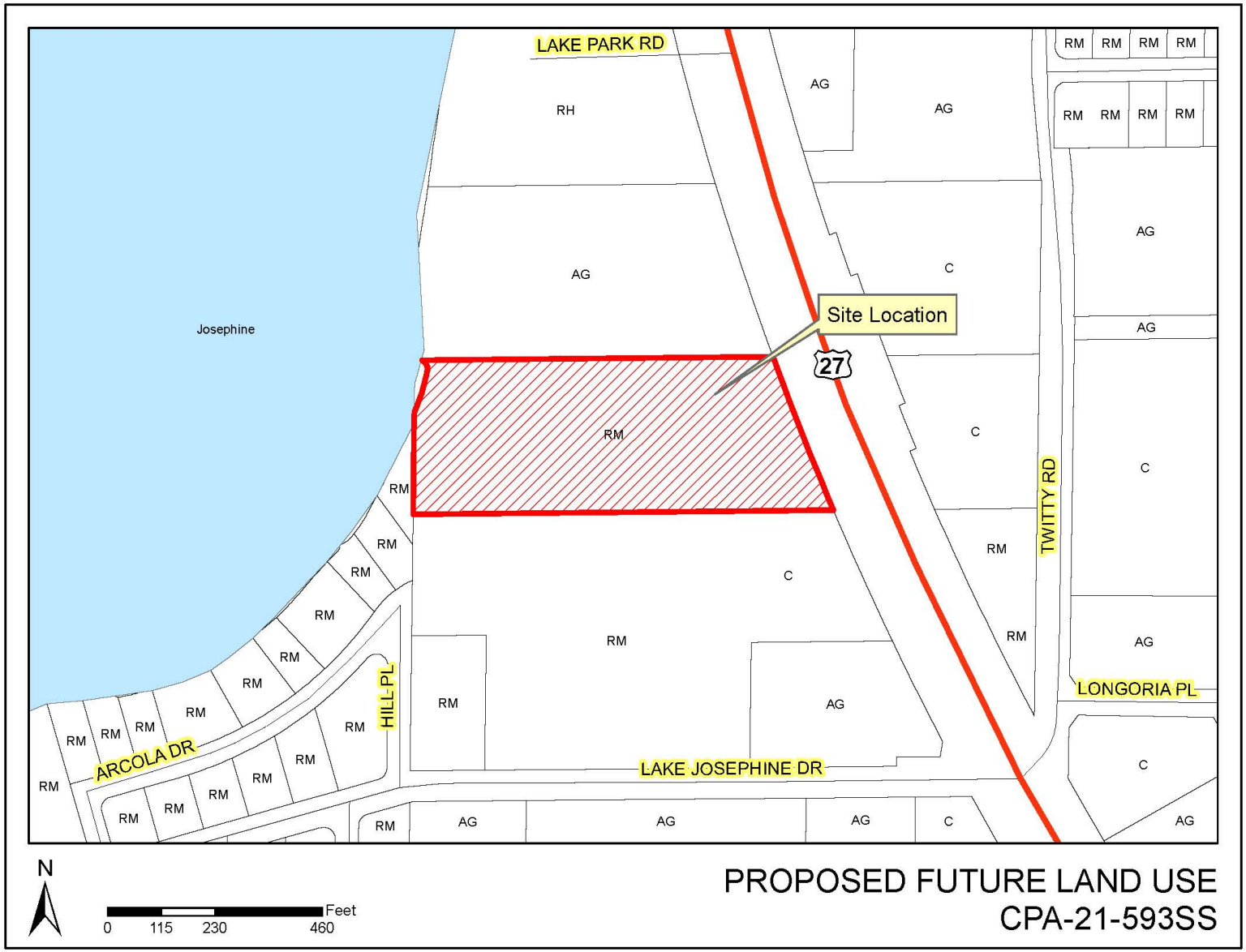

LAKE PARK RD
RH
AG
AG
RM RM RM RM
RM RM RM RM
AG
C
Site Location
27
AG
Josephine
C
C
C
RM
RM
RM

Exhibit 4:


LAKE PARK RD
RH
AG
AG
RM RM RM RM
RM RM RM RM
AG
C
Site Location
27
Josephine
AG
RM
C
C
RM
TWITTY RD
RM
C
RM
RM
RM
RM
RM
RM
RM
RM
RM
HILL PL
RM
RM
AG
LONGORIA PL
RM
RM
RM
RM
RM
RM
RM
RM
ARCOLA DR
RM
RM
RM
RM
LAKE JOSEPHINE DR
RM
AG
AG
AG
C
C
AG
N
Feet
0
115
230
460
PROPOSED FUTURE LAND USE
CPA-21-593SS

Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: LC 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 #: 21090012 Receipt # 45000001257

Case Number: CPA-21-593SS **Date of Application:** 9/15/2021

Amount of Fee: $ 1,500.00 **Tax Map No.:** 93-D

Hearing Dates: P&Z 11/9/21 **BOCC** 12/21/21

This application has been reviewed for completeness and determined sufficient.

Melony Culpepper
Signed: Planning Supervisor

9/24/2021
Date

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-34-35-29D-300050-0000 **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): Sutton Norman

   Mailing Address: PO. Box. 2380 Lake Placid FL 33862

   Daytime Telephone No. (863 673-1000 **E-Mail Address:** ncsutton1946@gmail.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: Antal Preiner

   Mailing Address: 157 Loquat RD NE Lake Placid FL 33852

   Daytime Telephone No. (954)937-4071 **E-Mail Address:** anthonypreiner39@gmail.com

NOTARIZED AUTHORIZATION:

- ❑ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ❑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
Change it to Residential

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) Future Land Use Element Goals
   b. Objective(s) 1. Growth Management Strategies
   c. Policy(ies) 1.1.A.1. Encourage compatible future growth...

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.
Part of Lot 3 Lying West of US Highway 27 and all of Lot 5 of a Subdivision of W 1/2 of NW 1/4 of Section 34 Township 35 South Range 29 East According to the Plat

6. **Street Address(es) of Property Covered by the Application:**
11753 US 27 S. Sebring FL 33875

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:**

8. **Existing Zoning District:** B3CU **Existing Future Land Use Classification:** C

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** [X] **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) 330 feet, (depth) 750-900 feet, road frontage 355 feet, water frontage 113 feet, **Total acres:** 6.3

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** [ ] **Yes** [X] **No**

13. **Vesting:** Is the property vested for specific property rights? [ ] **Yes** [X] **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	SFR	AG	AU
South	Vacant	RM/C	R1-B3
East	Wet Office	C	B3
West	Vacant/Lake Josephine	RM	R1

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 8

16. **Residential Density:** The proposed density is 1.3 units per acre.

17. **Intensity:** The proposed intensity is 26,400 square feet at 10% 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. [X] **Yes** [ ] **No**
If yes, the potable water system requirements will be accommodated by the HC Water Works, Inc 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** [X] **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

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.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate 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 Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Departm
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

October 8, 2021

Anthony Preiner
Preiner Development & Enterprises, Inc.
157 Loquat Road NE
Lake Placid, FL 33852

School Year of Analysis: **2021/2022**

Proposed Development:
Applicant: Preiner Development & Enterprises, Inc.
Location (map attached): 11753 US Highway 27 South, Sebring, FL 33876

School Attendance Zones:
Elementary: **Cracker Trail Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: **8** Single Family _____Mobile Home __ Multi-Family
Propose build out year: **Unknown**
Proposed Phasing if applicable:

2018 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
Jan Shoop, Chairperson · Isaac Durrance, Vice Chairperson
Bill Brantley Jill Compton Twist · Donna Howerton ·

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

Departm
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Cracker Trail Elementary	196.90	0	196.90	1.04	195.86
Sebring Middle	124.21	0	124.21	.49	123.72
Sebring High	527.98	0	527.98	.60	527.38

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,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/cd

Dr. Brenda Longshore, Superintendent
Jan Shoop, Chairperson · Isaac Durrance, Vice Chairperson
Bill Brantley Jill Compton Twist · Donna Howerton ·

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

HC WATERWORKS, INC.

September 29, 2021

Highlands County Building Department

Re: HC Waterworks, Inc. - Water Service Provider – 11753 US 27 South, Sebring, FL

To Whom It May Concern:

This letter is to confirm that potable water can be provided at 11753 US 27 South, Sebring, FL by HC Waterworks, Inc. HC Waterworks, Inc. is a privately owned water and wastewater utility which is regulated by the Florida Public Service Commission.

The developer will need to contact the utility to determine the appropriate service availability charges and costs for main extension. These will need to be paid up front to initiate service. Developer will be responsible for the cost to extend the utility's water main.

If you have any further questions or concerns, please do not hesitate to contact me at either trendell@uswatercorp.net or (727) 848-8292, ext. 245

Sincerely,

Troy Rendell
Vice President
Investor Owned Utilities
// for HC Waterworks, Inc.

4939 Cross Bayou Boulevard, New Port Richey, FL 34652
Tel: (866) 753-8292 Fax: (727) 848-7701

ORDINANCE NO. 21-22-05

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-34-35-29-030-0050-0000; 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-34-35-29-030-0050-0000 (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 9, 2021, to review the small-scale amendment to the Property, identified by CPA-21-593SS, 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-21-593SS 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-21-593SS, 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-21-593SS, 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-21-593SS; 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-21-593SS, 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-21-593SS 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 the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for 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-34-35-29-030-0050-0000 consisting of approximately 6.28 acres and more particularly described as:

> 6.28-acre parcel located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring; and legally described as follows: That part of Lot 3 lying West of US 27, and all of Lot 5, of a Sub division of W 1/2 of NW 1/4 of Section 34, Township 35 South, Range 29 East, according to the plat thereof recorded in Transcript Book, Page 41, Public Records of Highlands County, Florida.

is hereby changed from "Commercial" 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. GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS. The County hereby imposes the following general and specific conditions, restrictions, and limitations related to the Property which shall run with the land:

A. The number of units is to be capped at 8 DU's.

B. Environmental clearance, if required, of impacts to Xeric Uplands will be necessary prior to development. No development order or permit will be issued unless prescribed environmental mitigation is accomplished.

C. Concurrency clearance/assessment for traffic circulation, central wastewater, potable water, solid waste disposal, storm water drainage, and recreation and open space will be required prior to development. All development orders and permits will specify any needed improvements, and a schedule for their implementation, including any conditions that require public facility improvements, be in place concurrent with the impacts of the proposed development.

D. Minimum recreation requirements must be met, based upon the number of build-out dwelling units and the population generated.

SECTION 4. 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 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-21-593SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **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 7. CONFLICTS. All Ordinances or parts of Ordinances 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 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 9. 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 Economic Opportunity 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 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathleen G. Rapp, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2090, changing the Official Zoning Atlas for approximately 6.28 acres, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1). The parcel is covered with native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future residential development of 8 single-family residences.

There is a companion request for a small scale comprehensive plan amendment from Commercial (C) to Medium Density Residential (RM), CPA-21-593SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2090 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2090, changing the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), 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 2090 Norman Sutton for BCC
Application P&Z 2090 Norman Sutton for BCC
Resolution P&Z 2090 Norman Sutton for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/21/2021
Case Number: P&Z 2090	**Case Name:** Norman Sutton
Agent: Anthony Preiner	**Property Owners:** Norman C. Sutton
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1)

General Location: An approximate 6.28-acre parcel located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring, Florida

PARCEL ID: C-34-35-29-030-0050-0000

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, P&Z 2090, changing the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), 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 2090, changing the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the November 9, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER P&Z 2090 – NORMAN SUTTON C/O ANTHONY PREINER** An approximate 6.28-acre parcel located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring; and legally described as follows: That part of Lot 3 lying West of US 27, and all of Lot 5, of a Subdivision of W 1/2 of NW 1/4 of Section 34, Township 35

South, Range 29 East, according to the plat thereof recorded in Transcript Book, Page 41, Public Records of Highlands County, Florida.

The applicant is requesting a zoning change from Business District with a Conditional Use (B-3 CU) to Residential District (R-1). Mr. Roberts read the request and Ms. Vazquez presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2090, changing the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), 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 6.28-acre parcel, from B-3 CU to R-1.

An Ordinance to change the future land use designation from Agriculture (AG) to Commercial (C) and a Resolution to change the zoning designation from Agricultural District (AU) to Business District with a Conditional Use (B-3 CU) were adopted on March 26, 2002.

The parcel is covered with native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future residential development of 8 single-family residences.

There is a companion request for a Future Land Use Map Amendment from Commercial (C) to Medium Density Residential (RM), CPA-21-593SS.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grazing Soil	C	B-3 CU
Adjacent Property to the North	Single-Family Residence	AG	AU
Adjacent Property to the South	Vacant	C/ RM	B-3/ R-1
Adjacent Property to the East	Professional Building (Veterinary Office)	C	B-3

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant/ Lake Josephine	RM	R-1

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.3, Medium Density Residential (RM) and 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.211: Residential District (R-1), 12.05.242: Business District (B-3), and 12.05.292: Conditional Use District (CU).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. 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 for platting and additional requirements may be identified at that time.

Natural Resources: The property is listed as xeric upland and borders Lake Josephine. An Environmental Clearance Report (ECR) is required and it is our recommendation that it go before the Highlands County Natural Resources Advisor Committee (NRAC). The property contains the proper soils and elevation for both sand skinks and gopher tortoises.

Florida Department of Health: No objection.

4.B. The following Departments, Divisions, and Agencies did not respond: Florida Department of Environmental Protection, City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

5. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 75 and 85 feet.
2. **Soils:** The soils underlying the site are Tavares Sand, 0 to 5% slopes, and Astatula Sand, 0 to 8% slopes.

Tavares Sand, 0 to 5% slopes - This soil is nearly level to gently sloping and moderately well drained. The available water capacity is very low, with rapid or very rapid permeability. There are moderate limitations for most urban uses because the seasonal high-water table is within 4 to 6 feet of the surface. It has slight limitations for dwellings without basements, small commercial buildings, and local streets and roads.

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.

3. **Surface Waters:** The subject parcel is contiguous to Lake Josephine.
4. **Vegetative Cover:** The site is covered in native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The parcel is not within a vested authority.
3. **Current Zoning Designation:** The site has a zoning designation of B-3 CU.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-1.
5. **Current Zoning Intensity:** The current zoning allows a maximum of 0.80 FAR.
6. **Proposed Zoning Population Density:** The proposed zoning will allow a maximum of 1 dwelling unit per property, and there is a condition on the future land use change limiting the development to a maximum of 8 units. The parcel would carry a potential population yield of 18 persons; 8 dwelling units x 2.3 persons = 18.4 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for residential purposes.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains approximately 6.28 acres of Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and AE, for areas located within the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0243C**, 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.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the US Water Corporation.
2. **Central Wastewater:** The property will be served by an on-site wastewater system that will be designed to connect to a central wastewater 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 US 27 and will be required to construct an internal roadway to give access to the individual residential lots.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will require approximately 0.18 acres 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.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

5.F. Schools: Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is** required at the time of development.

5.G. Airports: The subject property is located approximately 14.8 miles southeast of the Avon Park Executive Airport and 5.1 miles southwest of the Sebring Regional Airport.

6. 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 2090, changing the Official Zoning Atlas for an approximate 6.28-acre parcel, from Business District with a Conditional Use (B-3 CU) to Residential District (R-1), 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:

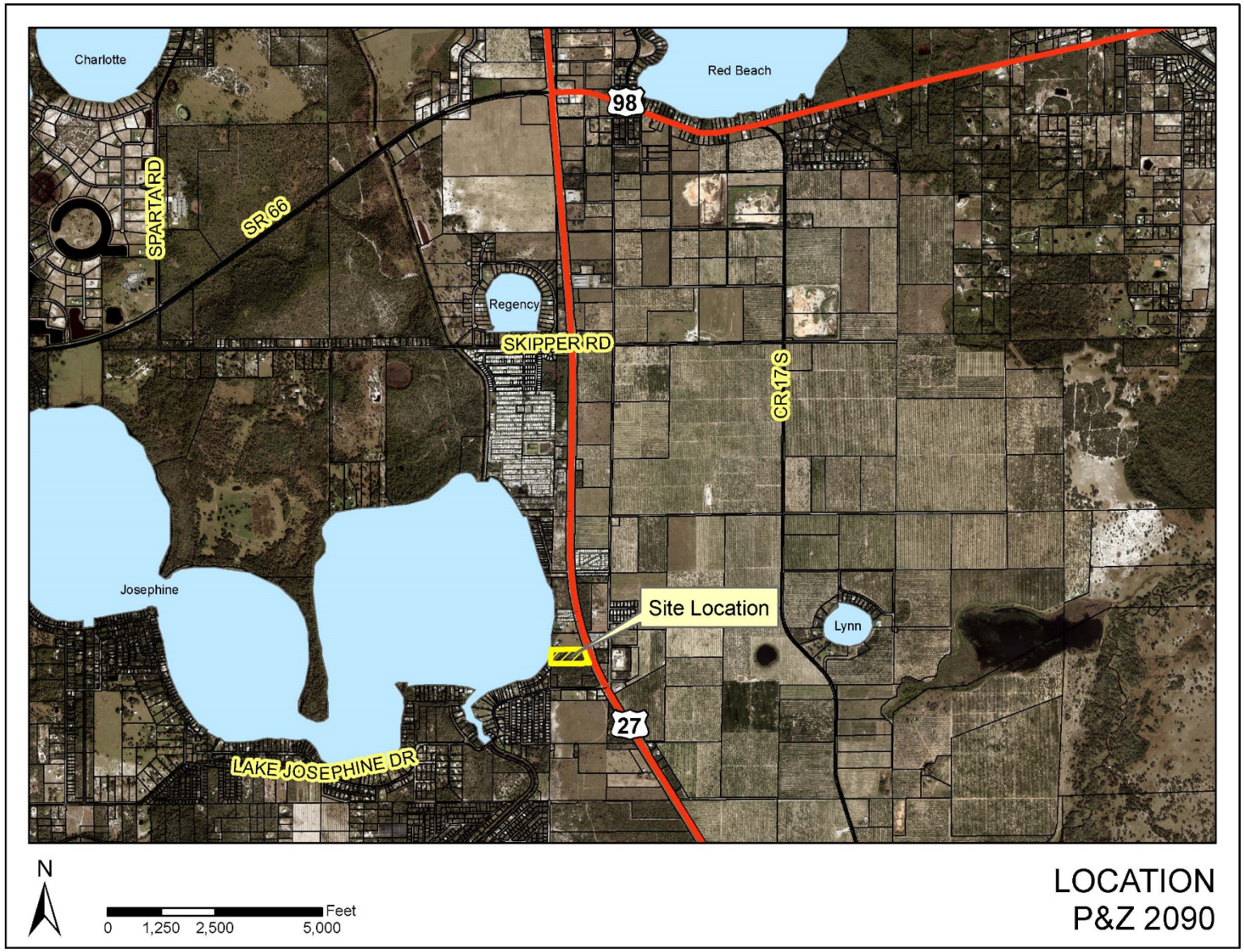

Charlotte
Red Beach
98
SPARTA RD
SR 66
Regency
SKIPPER RD
CR 17 S
Josephine
Site Location
Lynn
27
LAKE JOSEPHINE DR
N
Feet
0
1,250
2,500
5,000
LOCATION
P&Z 2090

Exhibit 2:

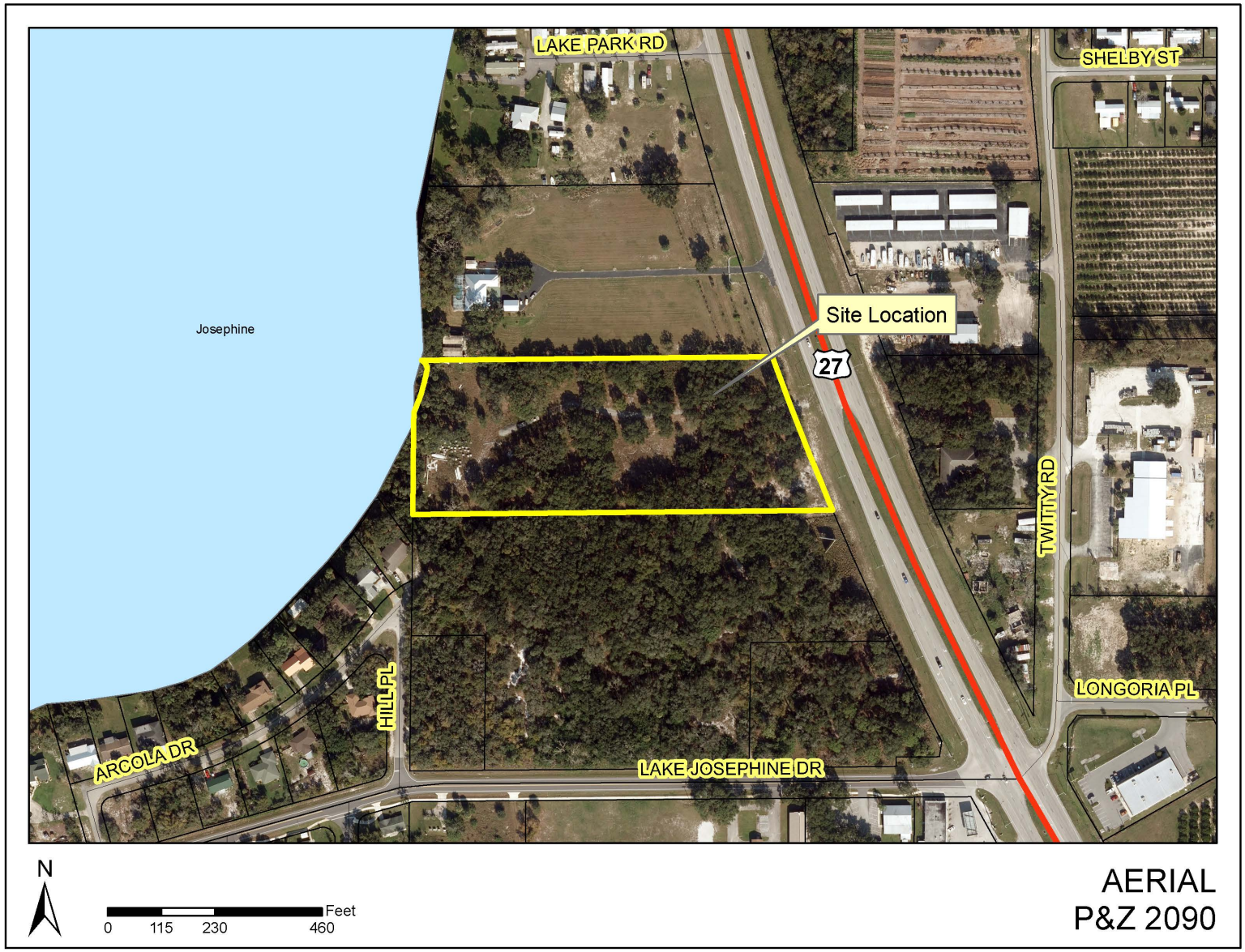

LAKE PARK RD
SHELBY ST
Josephine
Site Location
27
TWITTY RD
HILL PL
LONGORIA PL
ARCOLA DR
LAKE JOSEPHINE DR
N
0
115
230
460
Feet
AERIAL
P&Z 2090

Exhibit 3:

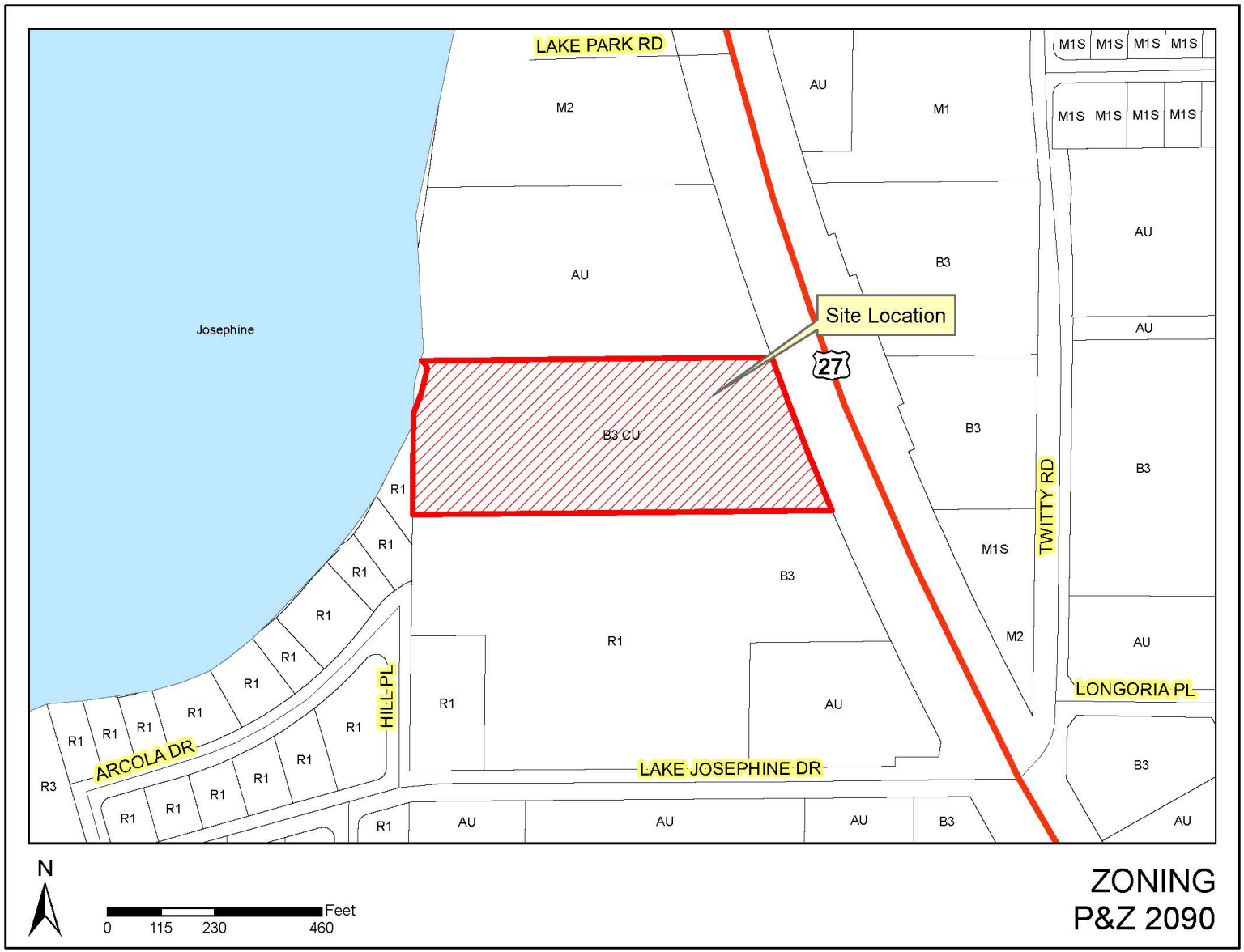
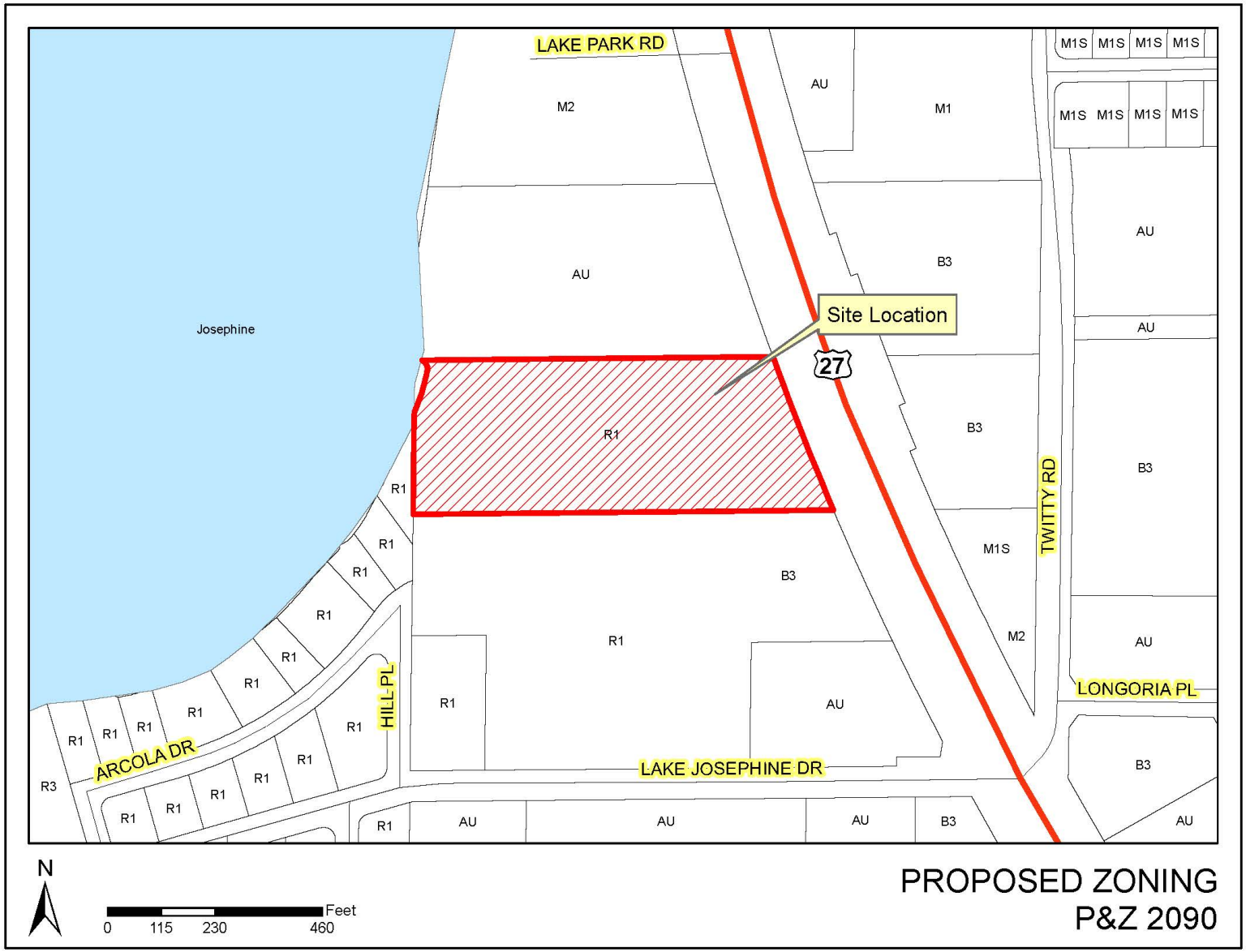

LAKE PARK RD
M2
AU
M1
M1S
M1S M1S M1S M1S
M1S M1S M1S M1S
AU
B3
AU
Site Location
27
Josephine
B3 CU
R1
B3
TWITTY RD
B3
M1S
R1
R1
R1

Exhibit 4:


LAKE PARK RD
M2
AU
M1
M1S
M1S M1S M1S M1S
M1S M1S M1S M1S
AU
B3
AU
Site Location
27
Josephine
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R1
R3
B3
M1S
M2
B3
B3
AU
AU
TWITTY RD
LONGORIA PL
HILL PL
ARCOLA DR
LAKE JOSEPHINE DR
AU
AU
AU
B3
AU
N
Feet
0 115 230 460
PROPOSED ZONING
P&Z 2090

Highlands County, Florida
Zoning Change Application

Zoning change from: B3 CU
Zoning change to: R-1

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: 2090 Date of Application: 9/15/2021
Amount of Fee: $ 1,950.00 Receipt No.: 21090011/4500000125 Tax Map No.: 93-D
Hearing Dates: LP: _____ P&Z: 11/9/2021 BCC: 12/21/2021

****

This application has been reviewed for completeness and determined sufficient:

_____ _____
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Norman Sutton
   Mailing Address: Po Box 2380 Lake Placid FL 33862
   Telephone No.: 863-673-1000 **E-Mail Address:** NCSutton1946@Gmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Antal Preiner
   Mailing Address: 157 Loquat RD NE Lake Placid FL 33852
   Telephone No.: 954-937-4071 **E-Mail Address:** anthonypreiner39@gmail.com

NOTARIZED AUTHORIZATION:

- If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached Deed

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-~~34-35-290-3000-50~~ _____ **STRAP #:**C-34-35-29-030-0050-0000
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 11753 US 27 S. Sebring 33875

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B3CU **Existing Land Use Classification:** C
Are the Zoning and Comprehensive Plan Consistent? ☒Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 330 feet, (depth) 750-900 feet, street frontage 355 feet, water frontage 113 feet, **Total acres** 6-3
If different from the total acreage, the upland, or developable portion is N/A +/- 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. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	SFR	AG	AU
South	Vacant	RM/C	R1-B3
East	Vet office	C	B3
West	Vacant/Lake Joseph	R M	R1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Develop Residential homes

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 8 single family Homes

15. **Proposed Development Standards (if applicable):** ⟶ Apx. 10% FAR/Lot.

A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
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.

16. **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. _____ **Applicant's Initial**

17. **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**

18. **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.

19. **Solid Waste Disposal:** The proposed development will be served by the County Contractor 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.

20. **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: _____

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **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:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **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.

25. **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).

26. **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.

27. **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.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☒**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

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

RESOLUTION NO. 21-22-32

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-34-35-29-030-0050-0000; 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-34-35-29-030-0050-0000 (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-34-35-29-030-0050-0000 and more particularly described as:

> 6.28-acre parcel located approximately 1.34 miles south of Skipper Road, and 0.11 miles north of Lake Josephine Drive, on the west side of US 27; the address being 11753 US 27 S, Sebring; and legally described as follows: That part of Lot 3 lying West of US 27, and all of Lot 5, of a Sub division of W 1/2 of NW 1/4 of Section 34, Township 35 South, Range 29 East, according to the plat thereof recorded in Transcript Book, Page 41, Public Records of Highlands County, Florida.

is hereby changed from Business District with a Conditional Use (B-3 CU) to Residential District (R-1).

The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Residential District (R-1).

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 2090, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-596SS, for an approximate 5.04-acre parcel, from Agriculture (AG) 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 5.04-acre parcel to change the Future Land Use Map from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P). The parcel is covered in native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future expansion of an existing wastewater treatment plant, resulting in an increase of wastewater treatment capacity for the site.

There is a companion request for a zoning change from Agricultural District (AU) to Public and Quasi-Public Lands District (P), P&Z 2095.

The Planning and Zoning Commission recommended approval of CPA-22-596SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity 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-22-596SS for BCC - IOP Properties LLC (City of Sebring).pdf
Application CPA-22-596SS IOP Properties LLC (City of Sebring) for BCC
Ordinance CPA-22-596SS IOP Properties LLC (City of Sebring) for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 12/21/2021
Case Number: CPA-22-596SS	**Case Name:** City of Sebring Wastewater Treatment Plant Expansion
Agent: Scott Noethlich, City of Sebring	**Property Owners:** IOP Properties, LLC
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 5.04-acre parcel, from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P)

General Location: An approximate 5.04-acre parcel located approximately 0.12 miles south of Thunderbird Road and approximately 1.39 miles west of US 27, on the east side of Cougar Blvd.; the address being 150 Cougar Blvd., Sebring, Florida

PARCEL ID: C-27-34-28-A00-0040-0000

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, CPA-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity 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-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the December 14, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>I. HEARING NUMBER CPA-22-596SS - IOP PROPERTIES, LLC C/O CITY OF SEBRING - C/O SCOTT NOETHLICH, CITY OF SEBRING</u>** An approximate 5.04-acre parcel located approximately 0.12 miles south of Thunderbird Road and approximately 1.39 miles west of US 27, on the east side of Cougar Blvd; the address being 150 Cougar Blvd., Sebring; and abbreviated legal as follows: An approximate 5.04-acre parcel located in Section 27, Township 34 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P). Mr. Roberts read the request and Ms. Vazquez and Mr. Bob Boggus, Utilities Director for the City of Sebring, presented the request. Mr. Boring explained that he is the real estate agent for the sale of the property and will be recusing himself from the vote. There were no letters received; no one spoke in favor of or against the request, and two members of the audience had questions and/or concerns regarding landscaping, buffer requirements, and fence placement.

Motion by Mrs. Hunnicutt and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, Mrs. Hunnicutt, Mr. Reed, Mrs. Mack, Mr. Ingler, Mr. Howard, and Mr. Roberts voted yes; Mr. Boring abstained. **Motion carried 6-0-1."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 5.04-acre parcel, from AG to P.

The parcel is covered in native vegetation and is vacant of structures.

The Applicant is proposing to utilize the property for a future expansion of an existing wastewater treatment plant, resulting in an increase of wastewater treatment capacity for the site.

There is a companion request for a zoning change from Agricultural District (AU) to Public and Quasi-Public Lands District (P), P&Z 2095.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	AG	AU
Adjacent Property to the North	Vacant/ Single-Family Residence (SFR)	RM (Medium Density Residential)	R-1 (Residential District)/ R-1 FUD (Residential District with a Flexible Unit Development)
Adjacent Property to the South	Sebring Sewer Plant/ Grazing Soil with SFR	P	P
Adjacent Property to the East	SFR	RM	R-1 FUD
Adjacent Property to the West	Grazing Soil	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), Policy 1.2.D.3, Medium Density Residential (RM) and Policy 1.2.D.5, Public/Quasi-Public Facility and Institutional Lands (P).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.211: Residential District (R-1), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.291: Flexible Unit Development (FUD).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period.

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A. *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:*
   1. *Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*
   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. The County will give preference to:*
   4. *Development opportunities which provide permanent jobs and improve the County's revenue base.*
   5. *Well planned development that meets the objectives and policies of this Comprehensive Plan.*

C. *Development impacts, timing, the availability and adequacy of infrastructure facilities, the installation of new infrastructure, the provision of new or the expansion of existing services by the public or private sectors, historic growth trends, and the limits of public budgets to provide services shall be considered as impacts of future development proposals. These considerations are particularly important whenever land use amendments are evaluated for the most suitable density and/or intensity or type of land use.*

Infrastructure Element

Objective 5: Growth Management Through Central Wastewater Systems:

Policy 5.1: Central Wastewater Density Threshold, Development Standards, and Levels of Service: *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.*

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. 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: We strongly recommend this property undergo a full-scale ECR that comes before NRAC. This property appears to be intact high-quality scrub/xeric upland that should at the very least contain tortoises and skinks. It may also have scrub jays.

Sebring Reginal Airport (SEF): Location is more than 10 miles west/northwest of SEF; proposed objects 200-ft or less in height would not require a Form 7460 at this location. No impact to SEF.

Florida Department of Health: No objection.

5.C. The following Departments, Divisions, and Agencies did not respond: Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 160 and 165 feet.
   Soils: The soil underlying the site is *Archbold Sand, 0 to 5% Slopes;* nearly level to gently sloping soil, moderately well drained, rapid permeability, with a water table at a depth of 40 to 60 inches in the summer rainy season.
2. **Surface Waters:** The subject parcel has no surface water areas.
3. **Vegetative Cover:** The site contains native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Public/Quasi-Public Facility and Institutional Lands.
4. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 2 persons; 5.04 ÷ 5 acres = 1.01 dwelling units; 1 dwelling unit x 2.3 persons = 2.3 persons.
5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum intensity of 1.00 FAR.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for the expansion of an existing wastewater treatment facility located on the abutting parcel to the south. No residential uses are

proposed, and the suggested expansion will increase the wastewater treatment capacity for the site.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan and the Simplified Environmental Clearance Report received August 12, 2021, indicate that Xeric Upland habitat exists on the property. Simplified environmental clearance was denied. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain approval of an Environmental Clearance Report prepared in accordance with Section 12.12.614 of the LDRs 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 **12055C0207C**, 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.

6.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 and utilized for an on-site central wastewater system provided by the City of Sebring.
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 Cougar Blvd. 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.

6.E. Traffic Impacts: Pursuant to Section 12.13.101.B.12 of the LDRs: a traffic analysis is **exempt** at the time of development.

6.F. Schools: The permitted uses within the Public Future Land Use designation are non-residential in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

6.G. Airports: The subject property is located approximately 5.9 miles south of the Avon Park Executive Airport and 9.8 miles northwest of the Sebring Regional Airport.

6.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 and public facilities. The site access will be directly off of Cougar Blvd. The proposed use will not adversely impact the 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:* This site will be used exclusively for the extension of public infrastructure. The proposed expansion of the existing wastewater treatment facility will increase the wastewater treatment capacity for the site and enhance the service area and quality.

(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 adjacent to existing residential developments. Expanding the existing wastewater facility will promote infill development for properties served by the existing public infrastructure, which will in turn support future multimodal transportation.

(4) *Promotes conservation of water and energy:* The property is located in an existing residential area. The expansion of the existing wastewater facility will enhance environmental quality and reduce the need for septic systems and ensure higher standards of wastewater management services.

(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:* This indicator is not applicable.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development will service all commercial and residential parcels in the area, promoting the balanced growth of both commercial and residential uses.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

7. 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-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity 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:

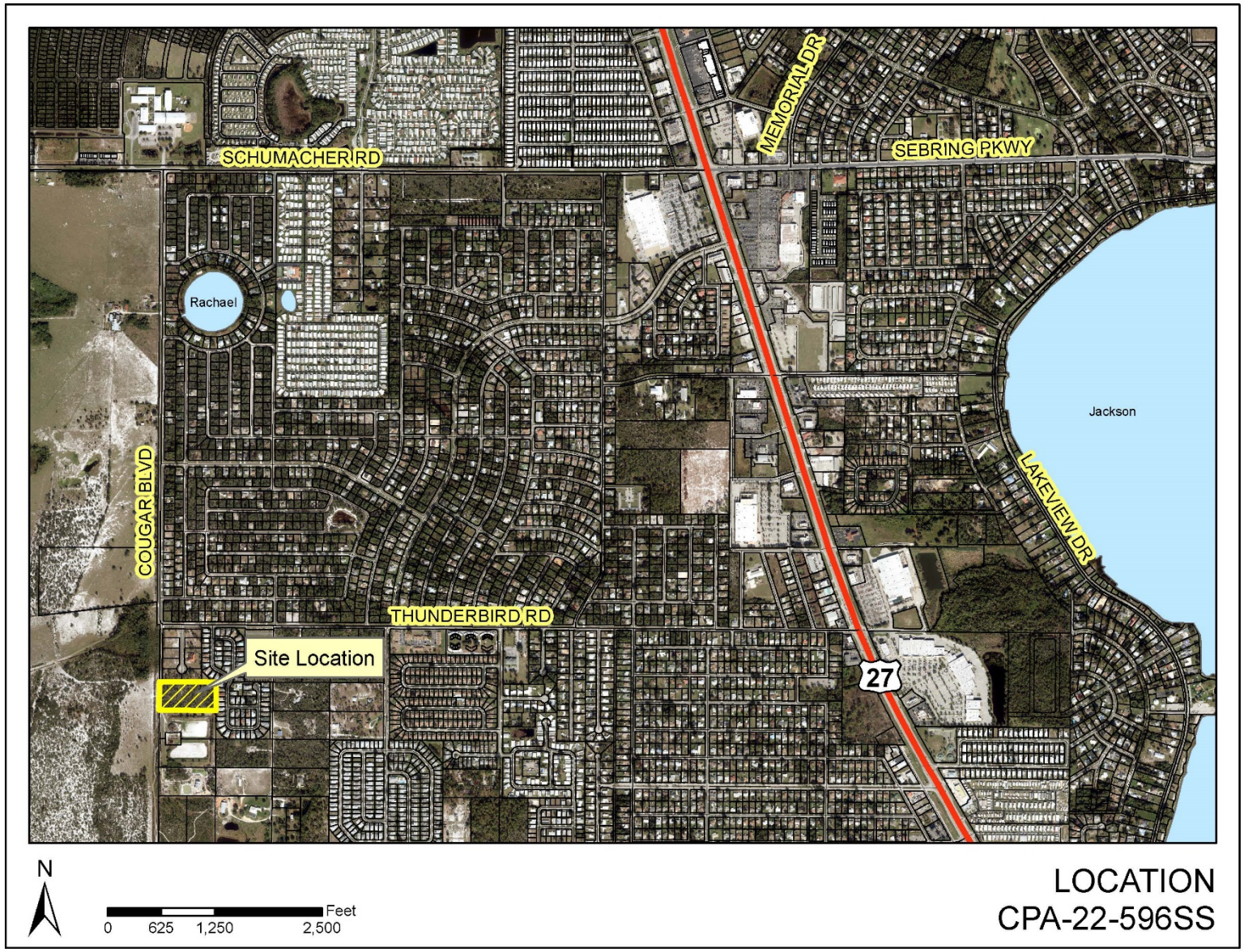

SCHUMACHER RD
MEMORIAL DR
SEBRING PKWY
Rachael
Jackson
COUGAR BLVD
LAKEVIEW DR
THUNDERBIRD RD
Site Location
27
N
0
625
1,250
2,500
Feet
LOCATION
CPA-22-596SS

Exhibit 2:

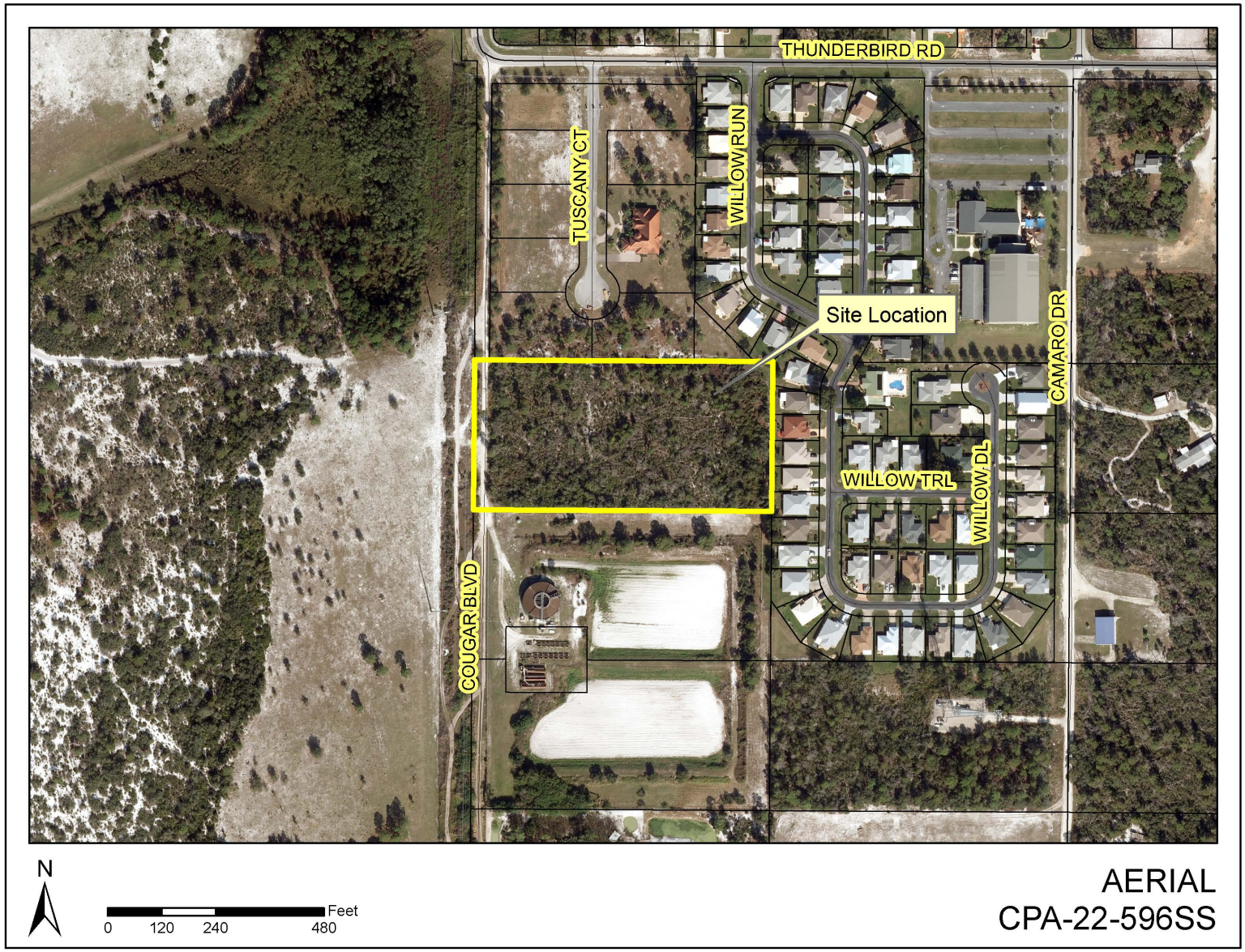

THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
Site Location
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
N
0
120
240
480
Feet
AERIAL
CPA-22-596SS

Exhibit 3:

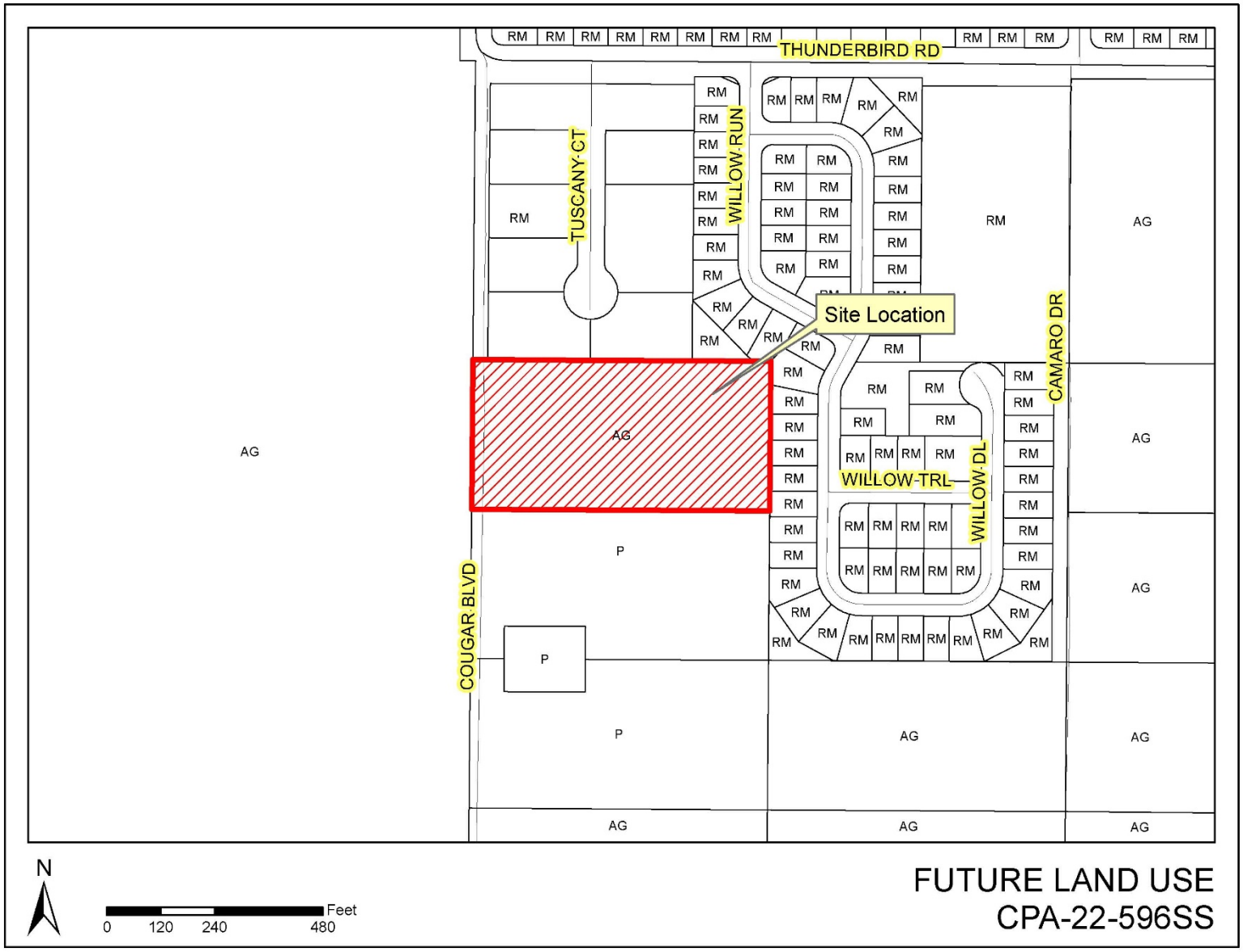
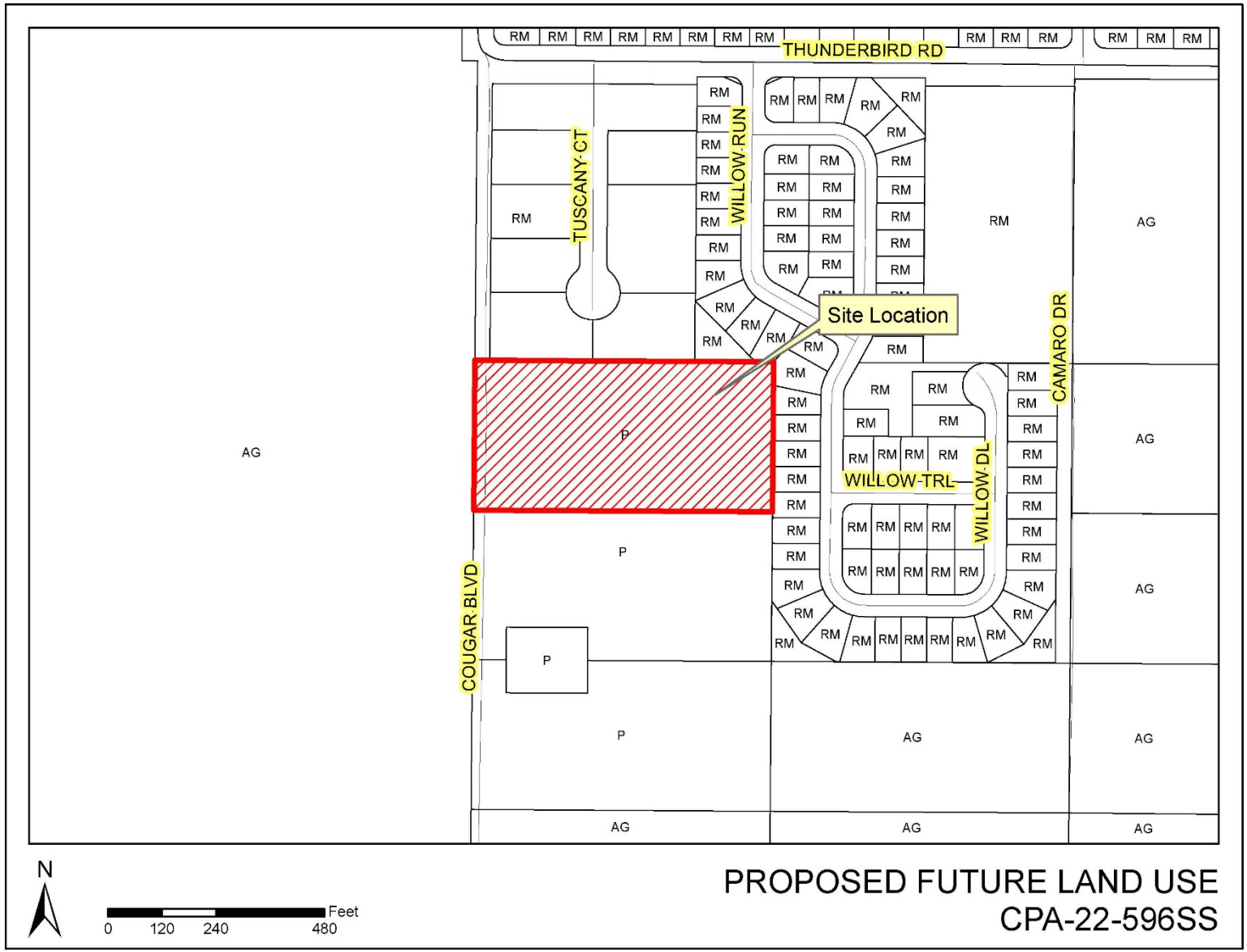

THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
Site Location
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
RM
AG
P
N
Feet
0
120
240
480
FUTURE LAND USE
CPA-22-596SS

Exhibit 4:


THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
Site Location
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
RM
AG
P
N
0
120
240
480
Feet
PROPOSED FUTURE LAND USE
CPA-22-596SS

Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: AG Change to: P

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY: Reciept No. 21100014

Case Number: CPA- 22 - 596 SS **Date of Application:** 10/22/2021

Amount of Fee: $ 1500.00 **Tax Map No.:** 27-A

Hearing Dates: P&Z 12 / 14 / 2021 BOCC 12 / 21 / 2021

This application has been reviewed for completeness and determined sufficient.

Melany C Epps 10/21/2021

Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C- 27 - 34 - 28 - A00 - 0040 - 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): IOP Properties LLC

   Mailing Address: 4978 Lester River Rd Duluth, MN 55804

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

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: Scott Noethlich

   Mailing Address: 368 S Commerce Ave Sebring FL 33870

   Daytime Telephone No. (863) 471-5100 **E-Mail Address:** scottnoethlich@mysebring.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: Expansion of adjacent Waste Water Treatment Plant facilities to provide increased Waste Water treatment capacity

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) Infrastructure element Goal 1 and 4
   b. Objective(s) Objectives 2, 3 & 4
   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. Lot 5 in Block 4, of Unrecorded SEBRING PINE HILLS, INC., further described as: The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 in Section 27, Township 34 South, Range 28 East, of the Public Records of Highlands County

6. **Street Address(es) of Property Covered by the Application**: 150 Cougar Blvd Sebring FL 33872

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: Not Applicable

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. Vacant land

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) 332 feet, (depth) 662 feet, road frontage 332 feet, water frontage N/A feet, **Total acres:** 5.04

If different from the total acreage, the developable portion is N/A +/- 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	RM	R1 and R1FUD
South	City Waste Water Facility	P	P
East	Residential	RM	R1FUD
West	AG	AG	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 0

16. **Residential Density:** The proposed density is 0 units per acre.

17. **Intensity:** The proposed intensity is 0 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 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 City of Sebring 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.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate 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 Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:
CHARLIE LOWRANCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
MARK 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

October 22, 2021

Ms. Melony Culpepper
Planning and Zoning Manager
Highlands County Board of County Commissioners
501 S. Commerce Ave.
Sebring, FL 33870

Re: 150 Cougar Blvd (C-27-34-28-A000-0040-0000) Water & Wastewater capacity request for proposed Wastewater Treatment Plant Expansion.

Dear Ms. Culpepper,

This letter is to confirm the City of Sebring has capacity to provide potable water and sanitary sewer to the above referenced location. Listed below are the water and wastewater capacities that may be requested as part of the County's rezoning process.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,191,000 GPD
Excess capacity: 2,620,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 887,000 GPD
Excess capacity: 1,113,000 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,

Bob Boggus
Utilities Director

cc: Scott Noethlich, City Administrator
Kim Shands, Administrative Coordinator
File

ORDINANCE NO. 21-22-07

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-27-34-28-A00-0040-0000; 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-27-34-28-A00-0040-0000 (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 December 14, 2021, to review the small-scale amendment to the Property, identified by CPA-22-596SS, 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-22-596SS 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-22-596SS, 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-22-596SS, 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-22-596SS; 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-22-596SS, 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-22-596SS 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 the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for 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-27-34-28-A00-0040-0000 consisting of approximately 5.04 acres and more particularly described as:

> Lot 5 in Block 4, of Unrecorded Sebring Pine Hills, Inc., further described as: The North ½ of the Southwest ¼ of the Northwest ¼ of the Northwest ¼ in Section 27, Township 4 South, Range 28 East, of the Public Records of Highlands County, Florida.

is hereby changed from "Agriculture" (AG) to "Public/Quasi-Public Facility and Institutional Lands" (P).

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-22-596SS, 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 Economic Opportunity 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 21th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathleen G. Rapp, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra Vazquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

This proposed ordinance provides for modifications to the Five-Year Capital Improvement Schedule (CIS) in the Capital Improvements Element (CIE) of the County's Comprehensive Plan for FY 2021/22 to FY 2025/26. Florida Statutes require an annual review of the update to the Five-Year CIS. Modifications may be done by ordinance and are not considered amendments to the Comprehensive Plan. The update must include any needed capital improvements and identify the listed projects' funding as well as a level of priority.

The purpose of the Five-Year CIS is to identify the timing and funding of capital projects that are: 1) needed to implement the Goals, Objectives, and Policies of the Highlands County Comprehensive Plan, and/or 2) capital projects required to ensure that adopted level-of-service standards are achieved and maintained for concurrency related facilities (i.e., central wastewater, potable water, solid waste, drainage, parks and recreation, public school facilities, and transportation facilities).

RECOMMENDED ACTION

Move to adopt by Ordinance No. 21-22-06, modifying the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification.

FISCAL IMPACT

There are numerous fiscal impacts to multiple funds outlined in the CIS report.

Attachments: CIE-CIP Staff Report for BCC
Five Year Capital Improvements Schedule Ord 21-22-06

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Modification to the Five-Year Capital Improvement Schedule	**BCC Hearing Date:** 12/21/2021
Case Number: 2021/2022 CIS	**Case Name:** 2021/2022 CIS
Public Hearing: BCC	**Case Staff Member:** Sandra Vazquez

Request: To consider adoption of the modified Five-Year Capital Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan for 2021/2022.

Area Covered
by Amendment: County-wide.

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning (P&Z) Recommendation:** Move to adopt by Ordinance No. 21-22-06, modifying the Five-Year Capital Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to adopt by ordinance modifying the Five-Year Capital Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification.

3. **Excerpt from the November 9, 2021, DRAFT P&Z Minutes and Recommendations to the BCC: "D. 2021/2022 CAPITAL IMPROVEMENT SCHEDULE (CIS) ORDINANCE NO. 21-22- MODIFYING THE FIVE-YEAR CIS IN THE CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN – C/O SANDRA VAZQUEZ, PLANNER I** Mr. Roberts read the request, and Ms. Vazquez presented the proposed text amendment modifying the Five-Year Capital Improvements Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan. There were no letters received; no one spoke in favor of or against the request.

   Motion by Mrs. Hunnicutt and seconded by Mrs. Mack to recommend to the Board of County Commissioners to adopt by Ordinance, modifying the Five-Year Capital

Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification.

Upon roll call, all members voted yes. Motion carried 6-0."

Supplemental Material/Issue Analysis Report:

1. Findings of Fact:

The purpose of the Capital Improvements Element of the Highlands County Comprehensive Plan is to evaluate the need for public facilities pursuant to Section 163.3177(3)(a), Florida Statutes, and to adopt policies that guide the funding of these improvements. It provides a schedule for the funding and construction of improvements.

The Capital Improvements Element and the Five-Year Capital Improvement Schedule identify the timing, funding and level of priority of capital projects that are needed to ensure that adopted level-of-service standards are achieved and maintained for concurrency related facilities (i.e., central wastewater, solid waste, drainage, potable water, parks and recreation, public school facilities, and transportation facilities).

The modifications to the Five-Year Capital Improvement Schedule directly correspond to the 2021/2022 adopted BCC Budget.

2. Five-Year Work Programs adopted by Reference:

The Capital Improvements Element adopts by reference the Florida Department of Transportation's (FDOT) Five-Year Work Program and the School District Five-Year District Work Program for Highlands County in CIE Policy 3.6 and CIE Policy 5.1, respectively.

3. Recommendation:

The Planning Division, recommends the Board of County Commissioners to adopt by ordinance, modifications to the Capital Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan, and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification.

Attachments:

Five-Year Capital Improvement Schedule
FDOT's Five-Year Work Program
School District Five-Year District Facilities Work Program

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
LOS: PARKS AND RECREATION											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 324,730	$ 1,561,212
HVAC Replacements	Replacement of PTAC units at the football recreation building. Currently unit is beyond the useful life.	IMPROVEMENTS	Infrastructure Surtax	Sports Complex	High	$ 7,200	$ -	$ -	$ -	$ -	$ 7,200
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory.	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
Metal Storage Building (Sports Complex)	Storage Building is needed at the Sports Complex to provide storage options to renters. Some tournaments are multiday events and most travel from other counties. Having storage on site will make the Sports Complex more attractive to potential renters.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 34,000	$ -	$ -	$ -	$ -	$ 34,000
Total						$ 491,200	$ 456,000	$ 465,120	$ 474,422	$ 483,911	$ 2,370,653
LOS: POTABLE WATER											
LOS: POTABLE WATER											
Total											
LOS: TRANSPORTATION/PUBLIC WORKS											
Engineering Traffic Ops Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
Road and Bridge Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,200,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,145,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,700,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,828,342
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 700,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,585,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 244,122	$ 234,526	$ 239,216	$ 244,000	$ 248,880	$ 1,210,744
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 34,500.00	$ 34,500.00	$ 35,190.00	$ 35,894.00	$ 36,612.00	$ 176,696.00
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 84,500	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 432,776

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
Right of Way Land Acquisition	Right-of-way acquistion funding for the purpose of obtaining additional right-of-way width along County Maintained roadway for the purpose of installing proper drainage to alleviating flooding concerns and shoulder stabilization.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 670,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,070,000
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 655,000	$ -	$ -	$ -	$ -	$ 655,000
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	State Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ 7,801,579	$ 5,503,526	$ 5,605,596	$ 5,409,708	$ 5,515,903	$ 29,836,312

LOS: SCHOOLS											
See School District Work Program											
Total											

LOS: SOLID WASTE											
Purchase of Tracked Loader with Rotary Cutter	Purchase of a tracked loader with rotary cutter. The equipment will enable the slopes of the landfill cells to be mowed on a routine basis, maintain established grassing and prevent slope erosion.	IMPROVEMENTS	Other	Landfill	High	$ 87,000	$ -	$ -	$ -	$ -	$ 87,000
Purchase of HydroSeeder/Coating Applicator	Purchase of a FInn LF 120 type Hydroseeder/Coating Applicator to reduce fuel and equipment costs associated with spreading blend as daily cover. The equipment will be used to apply an Alternative Daily Cover material.	IMPROVEMENTS	Other	Landfill	High	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
Construction of Landfill Operations Building	Construction of a Landfill Operations Office, which will include a sitework, expansion of the paved parking lot, sewage disposal, stormwater management and new office furnishings..	IMPROVEMENTS	Other	Landfill	High	$ 495,000	$ -	$ -	$ -	$ -	$ 495,000
Construction of Landfill Cell No. 5	Construction of the next 18 acres cell expansion into Cell No. 5 of the Class I Landfilll, should provide enough landfill volume to meet the needs for the next 10-15 years.	IMPROVEMENTS	Other	Landfill	High	$ 5,000,000	$ 6,000,000	$ -	$ -	$ -	$ 11,000,000
Replace 1/2 Ton Pickup for Solid Waste	Replace one (1) 1/2 ton 2022 4x4 pickup truck for Solid Waste Truck to replace aging equipment.	CRITICAL REPAIRS	Other	Landfill	High	$ 31,000	$ -	$ -	$ -	$ -	$ 31,000
Total						$ 5,693,000	$ 6,000,000	$ -	$ -	$ -	$ 11,693,000

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
LOS: STORMWATER/DRAINAGE											
Drainage Improvements Project	Drainage improvements at Spring Lake to increase stormwater conveyance and and effectively repair the ageing drainage.	CRITICAL REPAIRS	Infrastructure Surtax	Spring Lake	High	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
Total						$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
LOS: WASTEWATER											
LOS: WASTEWATER											
Total											
TOTAL LOS EXPENSES						**$ 14,210,779**	**$ 11,959,526**	**$ 6,070,716**	**$ 5,884,130**	**$ 5,999,814**	**$ 44,124,965**

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
2												
3	**INFRASTRUCTURE SURTAX/LOCAL OPTION SALES TAX**											
4	RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 324,730	$ 1,561,212
5	HVAC Replacements	Replacement of PTAC units at the football recreation building. Currently unit is beyond the useful life.	IMPROVEMENTS	Infrastructure Surtax	Sports Complex	High	$ 7,200	$ -	$ -	$ -	$ -	$ 7,200
6	Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory.	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
7	Metal Storage Building (Sports Complex)	Storage Building is needed at the Sports Complex to provide storage options to renters. Some tournaments are multiday events and most travel from other counties. Having storage on site will make the Sports Complex more attractive to potential renters.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 34,000	$ -	$ -	$ -	$ -	$ 34,000
8	Engineering Traffic Ops Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
9	Road and Bridge Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,200,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,145,930
10	Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,700,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,828,342
11	Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 700,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,585,126
12	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax	Sebring Area	High	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 407,370
13	ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 34,500	$ 34,500	$ 35,190	$ 35,894	$ 36,612	$ 176,696
14	TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 84,500	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 432,776
15	Right of Way Land Acquisition	Right-of-way acquistion funding for the purpose of obtaining additional right-of-way width along County Maintained roadway for the purpose of installing proper drainage to alleviating flooding concerns and shoulder stabilization.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 670,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,070,000
16	Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 655,000	$ -	$ -	$ -	$ -	$ 655,000
17	Drainage Improvements Project	Drainage improvements at Spring Lake to increase stormwater conveyance and and effectively repair the ageing drainage.	CRITICAL REPAIRS	Infrastructure Surtax	Spring Lake	High	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
18	**Total**						$ 6,991,674	$ 5,506,474	$ 5,612,974	$ 5,721,604	$ 5,832,408	$ 29,665,134

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
19												
20	**OTHER COUNTY FUNDING**											
21	Purchase of Tracked Loader with Rotary Cutter	Purchase of a tracked loader with rotary cutter. The equipment will enable the slopes of the landfill cells to be mowed on a routine basis, maintain established grassing and prevent slope erosion.	IMPROVEMENTS	Other	Landfill	High	$ 87,000	$ -	$ -	$ -	$ -	$ 87,000
22	Purchase of HydroSeeder/Coating Applicator	Purchase of a FInn LF 120 type Hydroseeder/Coating Applicator to reduce fuel and equipment costs associated with spreading blend as daily cover. The equipment will be used to apply an Alternative Daily Cover material.	IMPROVEMENTS	Other	Landfill	High	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
23	Construction of Landfill Operations Building	Construction of a Landfill Operations Office, which will include a sitework, expansion of the paved parking lot, sewage disposal, stormwater management and new office furnishings..	IMPROVEMENTS	Other	Landfill	High	$ 495,000	$ -	$ -	$ -	$ -	$ 495,000
24	Construction of Landfill Cell No. 5	Construction of the next 18 acres cell expansion into Cell No. 5 of the Class I Landfilll, should provide enough landfill volume to meet the needs for the next 10-15 years.	IMPROVEMENTS	Other	Landfill	High	$ 5,000,000	$ 6,000,000	$ -	$ -	$ -	$ 11,000,000
25	Replace 1/2 Ton Pickup for Solid Waste	Replace one (1) 1/2 ton 2022 4x4 pickup truck for Solid Waste Truck to replace aging equipment.	CRITICAL REPAIRS	Other	Landfill	High	$ 31,000	$ -	$ -	$ -	$ -	$ 31,000
26	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
27	**Total**						$ 5,774,324	$ 6,076,526	$ 78,871	$ 81,263	$ 83,703	$ 12,094,687
28												
29	**OTHER OUTSIDE FUNDING**											
30	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	City of Sebring Maintenance %	Sebring Area	High	$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
31	**Total**						$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
32												
33	**GRANTS (FEDERAL, STATE, AND LOCAL)**											
34	Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
35	**Total**						$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
36												
37	**GRANTS (STATE GRANTS)**											

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
38	Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	State Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
39	**Total**						$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
40												
41	**TOTAL FUNDING SOURCES**						**$ 14,210,779**	**$ 11,959,526**	**$ 6,070,716**	**$ 5,884,130**	**$ 5,999,814**	**$ 44,124,965**

FDOT FY22-26 ADOPTED WORK PROGRAM as of 7/1/2021

Excludes Department Building & Grounds Projects, as well as Debt Service / Includes Budgeted & Non-Budgeted Items

BD	Name	Item Description	Item	Work Mix Description	Phase	Phase Description	BE	Category	Category Description	Funding Source	2022	2023	2024	2025	2026	Grand Total
01	HIGHLANDS	ARBUCKLE CREEK RD BRIDGE MAINTENANCE	448767-1	ROAD RECONSTRUCTION - 2 LANE	54	CONST GRANT	55150200	085576	SM COUNTY OUTREACH PROGRAM	State 100%					515,680	515,680
		ARBUCKLE CREEK RD FROM ARBUCKLE CREEK BRIDGE TO RIVERDALE RD	445063-1	RESURFACING	54	CONST GRANT	55150200	085575	SM CTY RESURFACE ASSIST PG	State 100%			1,733,626			1,733,626
		ARBUCKLE CREEK RD FROM MLK BLVD TO RIVERDALE RD	448766-1	RESURFACING	54	CONST GRANT	55150200	085575	SM CTY RESURFACE ASSIST PG	State 100%					1,364,470	1,364,470
								085576	SM COUNTY OUTREACH PROGRAM	State 100%					148,242	148,242
		AVON PARK EXECUTIVE ARPT APRON REHABILITATION	448711-1	AVIATION CAPACITY PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%	12,380	140,042				152,422
								NSB	NOT STATE BUDGET	Federal	111,419	1,260,376				1,371,795
		AVON PARK EXECUTIVE ARPT EW TXWY TO RWY 10-28	448718-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%			15,203	189,001		204,204
								NSB	NOT STATE BUDGET	Federal			273,657	3,402,019		3,675,676
										Local			15,203	189,001		204,204
		AVON PARK EXECUTIVE ARPT HANGARS	446316-1	AVIATION REVENUE/OPERATIONAL	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%				2,000,000		2,000,000
		AVON PARK EXECUTIVE ARPT MASTER PLAN UPDATE	446305-1	AVIATION CAPACITY PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%	35,000					35,000
								NSB	NOT STATE BUDGET	Federal	315,000					315,000
		AVON PARK EXECUTIVE ARPT RUNWAY 10-28 REHAB	448723-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%					39,225	39,225
								NSB	NOT STATE BUDGET	Federal					353,021	353,021
		AVON PARK EXECUTIVE ARPT TAXIWAY E REHAB	448712-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%		27,071	295,377			322,448
								NSB	NOT STATE BUDGET	Federal		243,639	2,658,391			2,902,030
		AVON PARK HIGHWAY LIGHTING	413545-1	ROUTINE MAINTENANCE	78	MAINT OTHER AGENCY	55150200	088712	HIGHWAY MAINTENANCE CONTR	State 100%	88,094	69,915	72,012			230,021
		CATFISH CREEK RD FROM TUOMEY CT TO WEST INTERLAKE BLVD	448421-1	SIDEWALK	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal					120,000	120,000
		CATFISH CREEK ROAD OVER CATFISH CREEK BRIDGE REHABILITATION	446394-1	BRIDGE-REPAIR/REHABILITATION	54	CONST GRANT	55150200	085576	SM COUNTY OUTREACH PROGRAM	State 100%		390,438				390,438
		CEMETERY RD FROM MLK JR BLVD TO SCHOOL ST	448422-1	SIDEWALK	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal					65,000	65,000
		CEN FL REGNL PLAN COUNCIL FTA SECTION 5311 OPERATING ASST	410124-1	OPERATING/ADMIN. ASSISTANCE	84	OPERATIONS GRANT	55100100	088774	PUBLIC TRANSIT DEV/GRANTS	Federal	579,847	400,000	588,759	750,733	660,000	2,979,339
								NSB	NOT STATE BUDGET	Local	579,847	400,000	588,759	750,733	660,000	2,979,339
		CR 623 FROM MINI RANCH RD TO PETERS RD	448746-1	ROAD RECONSTRUCTION - 2 LANE	54	CONST GRANT	55150200	085575	SM CTY RESURFACE ASSIST PG	State 100%				1,698,770		1,698,770
								085576	SM COUNTY OUTREACH PROGRAM	State 100%				2,226,357		2,226,357
		CR 64 FROM S ANGELO LAKE RD TO E BUTLER RD	442469-1	RESURFACING	54	CONST GRANT	55150200	085575	SM CTY RESURFACE ASSIST PG	State 100%		1,182,628				1,182,628
		DESOTO RD FROM PHIL LANE TO DESOTO CITY RD	448423-1	SIDEWALK	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal					65,000	65,000
		E O DOUGLAS AVE FROM MLK JR BLVD TO SCHOOL ST	446306-1	BIKE PATH/TRAIL	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal				45,000		45,000
		HEARTLAND REGIONAL TPO-TRANSIT PLANNING-FTA SECTION 5305(D)	439215-1	MODAL SYSTEMS PLANNING	14	PLANNING GRANT	55100100	088774	PUBLIC TRANSIT DEV/GRANTS	Federal	30,537	30,537	30,537	33,259	44,197	169,067
										State 100%	3,817	3,817	3,817	4,157	5,524	21,132
								NSB	NOT STATE BUDGET	Local	3,817	3,817	3,817	4,157	5,525	21,133
		HIGHLANDS COUNTY HIGHWAY LIGHTING	412579-1	ROUTINE MAINTENANCE	78	MAINT OTHER AGENCY	55150200	088712	HIGHWAY MAINTENANCE CONTR	State 100%	220,234	210,889	217,215			648,338
		HIGHLANDS COUNTY TRAFFIC SIGNALS REIMBURSEMENT	412671-1	TRAFFIC SIGNALS	88	OPERATIONS OTHR AGCY	55150200	088866	TRAFFIC ENGR CONSULTANTS	State 100%	200,573	211,898	218,255	224,802		855,528
		HIGHLANDS/HEARTLAND REGIONAL TPO - FY 2020/2021-2021/2022 UPWP	439317-3	TRANSPORTATION PLANNING	14	PLANNING GRANT	55100100	088854	TRANSPORT PLANNING GRANTS	Federal	393,665					393,665
		HIGHLANDS/HEARTLAND REGIONAL TPO - FY 2022/2023-2023/2024 UPWP	439317-4	TRANSPORTATION PLANNING	14	PLANNING GRANT	55100100	088854	TRANSPORT PLANNING GRANTS	Federal		392,782	392,782			785,564
		HIGHLANDS/HEARTLAND REGIONAL TPO - FY 2024/2025-2025/2026 UPWP	439317-5	TRANSPORTATION PLANNING	14	PLANNING GRANT	55100100	088854	TRANSPORT PLANNING GRANTS	Federal				392,782	392,782	785,564
		LAKE JOSEPHINE DR FROM ORANGE BLOSSOM BLVD TO E OF SENTINEL POINT	445073-1	WIDEN/RESURFACE EXIST LANES	54	CONST GRANT	55150200	085575	SM CTY RESURFACE ASSIST PG	State 100%			1,747,280			1,747,280
								085576	SM COUNTY OUTREACH PROGRAM	State 100%			908,849			908,849
		LAKE PLACID HIGHWAY LIGHTING	413546-1	ROUTINE MAINTENANCE	78	MAINT OTHER AGENCY	55150200	088712	HIGHWAY MAINTENANCE CONTR	State 100%	14,683	13,181	13,576			41,440
		MANATEE DR FROM SR 17 TO SEBRING PARKWAY PHASE III	445071-1	WIDEN/RESURFACE EXIST LANES	54	CONST GRANT	55150200	085576	SM COUNTY OUTREACH PROGRAM	State 100%		1,496,161				1,496,161
		MEMORIAL DRIVE FROM POMPANO DR TO SEBRING PARKWAY	435067-1	SIDEWALK	58	CONST OTHER AGENCY	55150200	088717	ARTERIAL HIGHWAY CONSTR	Federal	1,263,457					1,263,457
					68	CONST SUP OTHER AGCY	55150200	088718	CONSTRUCT INSPECT CONSULT	Federal	97,000					97,000
		N RIDGEWOOD DR (SR 17) INTERSECTION LIGHTING RETROFIT	441055-1	LIGHTING	52	CONST CONTRACT	55150200	088796	HIWAY SAFETY CONSTR/GRANTS	Federal	93,416					93,416
										State 100%	28,668					28,668
					62	CONST SUP CONSULTANT	55150200	088718	CONSTRUCT INSPECT CONSULT	Federal	8,208					8,208
										State 100%	69,768					69,768
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	30,000					30,000
		RPM REPLACEMENT BDI CONTRACT - HEARTLAND (SEBRING) OPERATIONS	445842-1	ROUTINE MAINTENANCE	72	MAINT CONSULTANT	55150200	088712	HIGHWAY MAINTENANCE CONTR	State 100%	38,250					38,250
		SCHOOL ST FROM EO DOUGLAS AVE TO CEMETERY RD	448424-1	SIDEWALK	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal					65,000	65,000
		SEBRING HIGHWAY LIGHTING	413547-1	ROUTINE MAINTENANCE	78	MAINT OTHER AGENCY	55150200	088712	HIGHWAY MAINTENANCE CONTR	State 100%	55,793	54,155	55,780			165,728
		SEBRING PKWY FROM 90 DEGREE CURVE TO N RIDGEWOOD DRIVE	446319-1	RESURFACING	54	CONST GRANT	55150200	088572	COUNTY TRANSPORTATION PROGRAMS	State 100%			1,332,378			1,332,378
								NSB	NOT STATE BUDGET	Local			1,332,378			1,332,378
		SEBRING PKWY FROM SCENIC HIGHWAY TO 90 DEGREE CURVE	446319-2	RESURFACING	54	CONST GRANT	55150200	088572	COUNTY TRANSPORTATION PROGRAMS	State 100%				829,789		829,789
								NSB	NOT STATE BUDGET	Local				829,789		829,789
		SEBRING PKWY FROM SR 25 (US 27) TO SCENIC HIGHWAY	445042-1	PAVEMENT ONLY RESURFACE (FLEX)	54	CONST GRANT	55150200	088572	COUNTY TRANSPORTATION PROGRAMS	State 100%			694,725			694,725
								NSB	NOT STATE BUDGET	Local			694,725			694,725
		SEBRING REG APT CONST PARALLEL TW BRAVO (B)	431878-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%		45,680				45,680
								NSB	NOT STATE BUDGET	Federal		1,735,790				1,735,790
										Local		45,680				45,680
		SEBRING REGIONAL AIRPORT RAILROAD REHABILITATION - CONSTRUCTION	444395-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088809	INTERMODAL DEVELOPMENT/GRANTS	State 100%	2,181,559					2,181,559
		SEBRING REGIONAL ARPT DESIGN/CONSTRUCT TAXIWAY A4 REALIGNMENT	448709-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%	3,750	34,010				37,760
								NSB	NOT STATE BUDGET	Federal	67,500	612,180				679,680
										Local	3,750	34,010				37,760
		SEBRING REGIONAL ARPT PARTIAL PARRALLEL TAXIWAY D	448710-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%			13,000	150,000		163,000
								NSB	NOT STATE BUDGET	Federal			234,000	2,700,000		2,934,000
										Local			13,000	150,000		163,000
		SEBRING REGIONAL ARPT TAXIWAY A REHAB	446384-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%				40,000	375,000	415,000
								NSB	NOT STATE BUDGET	Federal				360,000	3,375,000	3,735,000
		SEBRING REGIONAL ARPT TERMINAL APRON REHABILITATION	446383-1	AVIATION PRESERVATION PROJECT	94	CAPITAL GRANT	55100100	088719	AVIATION DEV/GRANTS	State 100%			800,000	5,300,000	500,000	6,600,000
		SR 17 FROM EVANGELINE AVENUE TO RIALTO AVENUE	438055-1	SIDEWALK	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	169,946					169,946
					52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal			217,620			217,620
										State 100%			589,206			589,206
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal			16,245			16,245
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal			121,035			121,035
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	20,000	50,000				70,000
		SR 17/CORNELL ST FROM CR 17A TRUCK ROUTE TO MEMORIAL DRIVE	438054-1	SIDEWALK	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	900					900
					52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal			887,268			887,268
										State 100%			17,668			17,668
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal			16,245			16,245
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal			135,741			135,741
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	20,000	50,000				70,000
		SR 25 (US 27) AT LAKE MIRROR	442122-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088796	HIWAY SAFETY CONSTR/GRANTS	Federal	301,762					301,762
										State 100%	248,837					248,837
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	10,260					10,260
							55150200	088718	CONSTRUCT INSPECT CONSULT	State 100%	109,062					109,062
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	50,000					50,000
		SR 25 (US 27) AT NORTHWOOD	442124-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088796	HIWAY SAFETY CONSTR/GRANTS	Federal	283,193					283,193

BD	Name	Item Description	Item	Work Mix Description	Phase	Phase Description	BE	Category	Category Description	Funding Source	2022	2023	2024	2025	2026	Grand Total
01	HIGHLANDS	SR 25 (US 27) AT NORTHWOOD	442124-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088796	HIWAY SAFETY CONSTR/GRANTS	State 100%	373,162					373,162
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	10,260					10,260
							55150200	088718	CONSTRUCT INSPECT CONSULT	State 100%	70,704					70,704
		SR 25 (US 27) AT S LAKEVIEW ROAD	444213-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088796	HIWAY SAFETY CONSTR/GRANTS	Federal	664,196					664,196
										State 100%	535,482					535,482
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	10,260					10,260
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal	106,298					106,298
		SR 25 (US 27) FROM CLOVERLEAF RD TO SR 66	439434-1	RESURFACING	C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	50,000					50,000
		SR 25 (US 27) FROM GLADES COUNTY LINE TO S OF HORN RD	441519-1	RESURFACING	52	CONST CONTRACT	55150200	088797	RESURFACING	Federal	13,870					13,870
		SR 25 (US 27) FROM HIGHLANDS AVE TO SPARROW AVE	437732-1	LIGHTING	52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal				4,854,819		4,854,819
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	State 100%				16,725		16,725
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal				64,809		64,809
										State 100%				517,769		517,769
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal		30,000	50,000			80,000
		SR 25 (US 27) FROM S OF SR 70 TO N OF SR 70	439827-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal	5,032,958					5,032,958
										State 100%	2,833,192					2,833,192
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	71,820					71,820
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal	657,986					657,986
										State 100%	97,168					97,168
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	50,000					50,000
		SR 25 (US 27) FROM S OF TOWER ST TO N OF TOWER ST	442765-1	RIGID PAVEMENT RECONSTRUCTION	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	45,503					45,503
					52	CONST CONTRACT	55150200	088797	RESURFACING	Federal			3,344,688			3,344,688
										State 100%			735,286			735,286
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	State 100%			108,300			108,300
							55150200	088718	CONSTRUCT INSPECT CONSULT	State 100%			489,597			489,597
					C2	ENVIRO CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal			100,000			100,000
		SR 25 (US 27) FROM SHORELINE DR TO DAVIS GAINES RD	446207-1	RESURFACING	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	1,479,522					1,479,522
										State 100%	744,578					744,578
					52	CONST CONTRACT	55150200	088797	RESURFACING	Federal			8,488,866			8,488,866
										State 100%			2,873,042			2,873,042
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	State 100%			21,660			21,660
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal			797,432			797,432
										State 100%			149,488			149,488
		SR 25 (US 27) FROM SOUTH OF SUN 'N LAKE TO NORTH OF SUN 'N LAKE	442403-1	ADD LEFT TURN LANE(S)	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal		163,723				163,723
										State 100%		26,277				26,277
		SR 700 (US 98) AT ARBUCKLE CREEK RD	436502-1	ADD TURN LANE(S)	52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal	685,035					685,035
										State 100%	143,764					143,764
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	15,390					15,390
							55150200	088718	CONSTRUCT INSPECT CONSULT	State 100%	93,659					93,659
		SR 700 (US 98) FROM E OF CR 621 TO OKEECHOBEE CO LINE	446208-1	PAVEMENT ONLY RESURFACE (FLEX)	52	CONST CONTRACT	55150200	088797	RESURFACING	State 100%		8,626,575				8,626,575
					62	CONST SUP CONSULTANT	55150200	088718	CONSTRUCT INSPECT CONSULT	State 100%		862,657				862,657
		SR 700 (US 98) FROM US 27 TO AIRPORT ROAD	414511-2	ADD LANES & RECONSTRUCT	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal	2,000,000					2,000,000
					43	ROW PURCHASE	55100100	088777	RIGHT-OF-WAY LAND ACQ	Federal					429	429
										State 100%					241,094	241,094
					45	ROW RELOCATE	55100100	088777	RIGHT-OF-WAY LAND ACQ	State 100%					61,367	61,367
					4B	ROW SERVICES	55100100	088853	RIGHT-OF-WAY SUPPORT	Federal					1,354,932	1,354,932
										State 100%					574,528	574,528
		SUN-N-LAKE BLVD FROM W OF COLUMBUS BLVD TO E OF COLUMBUS BLVD	441739-1	SIDEWALK	58	CONST OTHER AGENCY	55150200	088717	ARTERIAL HIGHWAY CONSTR	Federal		180,896				180,896
					68	CONST SUP OTHER AGCY	55150200	088718	CONSTRUCT INSPECT CONSULT	Federal		14,357				14,357
		US 27 AT SR 64	434986-1	INTERSECTION IMPROVEMENT	52	CONST CONTRACT	55150200	088716	INTRASTATE HIGHWAY CONSTR	Federal	91,604					91,604
		VAUGHN ROAD OVER LITTLE CHARLIE BOWLEGS BRIDGE #094034	447240-1	BRIDGE REPLACEMENT	32	PE CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal			45,003			45,003
					52	CONST CONTRACT	55150200	088799	BRIDGE CONSTRUCTION	Federal					469,664	469,664
					62	CONST SUP CONSULTANT	55100100	088849	PRELIMINARY ENGR CONSULT	Federal					23,483	23,483
							55150200	088718	CONSTRUCT INSPECT CONSULT	Federal					70,449	70,449
		W COLLEGE DR FROM MEMORIAL DR TO SFSC ENTRANCES PHASE I	446322-1	ADD LANES & RECONSTRUCT	54	CONST GRANT	55150200	088572	COUNTY TRANSPORTATION PROGRAMS	State 100%				1,827,385		1,827,385
								NSB	NOT STATE BUDGET	Local				1,827,385		1,827,385
		W COLLEGE DR FROM US 27 TO SFSC ENTRANCES PHASE II	446322-2	ADD LANES & RECONSTRUCT	54	CONST GRANT	55150200	088572	COUNTY TRANSPORTATION PROGRAMS	Local				2,098,167		2,098,167
										State 100%				2,098,167		2,098,167
		W INTERLAKE BLVD FROM CATFISH CREEK ROAD TO S TANGERINE DRIVE	441923-1	SIDEWALK	38	PE OTHER AGENCY	55100100	088849	PRELIMINARY ENGR CONSULT	Federal		27,051				27,051
					58	CONST OTHER AGENCY	55150200	088717	ARTERIAL HIGHWAY CONSTR	Federal				164,355		164,355
					68	CONST SUP OTHER AGCY	55150200	088718	CONSTRUCT INSPECT CONSULT	Federal				18,034		18,034
		W MAIN ST FROM MUSEUM AVE TO S CENTRAL AVE	448427-1	RAIL SAFETY PROJECT	57	CONST RAILROAD	55100100	088808	RAIL DEVELOPMENT/GRANTS	Federal	317,935					317,935
		WEBSTER TURN DR FROM HAYWOOD TAYLOR BLVD TO BOEING AVE	446366-1	RESURFACING	54	CONST GRANT	55150200	085576	SM COUNTY OUTREACH PROGRAM	State 100%		495,308				495,308
Grand Total											**23,938,338**	**19,565,540**	**34,151,491**	**35,757,964**	**11,549,612**	**124,962,945**

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	Five Year Tota
Total Revenues	$387,404	$387,404	$387,404	$387,404	$387,404	$1,937,020
Total Project Costs	$387,404	$387,404	$387,404	$387,404	$387,404	$1,937,020
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District	HIGHLANDS COUNTY SCHOOL DISTRICT
Fiscal Year Range	

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	10/5/2021
Work Plan Submittal Date	9/14/2021
DISTRICT SUPERINTENDENT	Brenda Longshore
CHIEF FINANCIAL OFFICER	Michael Averyt
DISTRICT POINT-OF-CONTACT PERSON	Michael Averyt
JOB TITLE	Assistant Superintendent for Business/Operations
PHONE NUMBER	8634142386
E-MAIL ADDRESS	averytm@highlands.k12.fl.us

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2021 - 2022 Actual Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
HVAC	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Flooring	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Roofing	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Safety to Life	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Fencing	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Parking	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Electrical	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Fire Alarm	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Telephone/Intercom System	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Closed Circuit Television	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Paint	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Maintenance/Repair	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Sub Total:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

PECO Maintenance Expenditures	$0	$0	$0	$0	$0	$0
1.50 Mill Sub Total:	$0	$0	$0	$0	$0	$0

No items have been specified.

Total:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2021 - 2022 Actual Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$0	$0	$0	$0	$0	$0
Maintenance/Repair Salaries	$3,600,000	$3,600,000	$3,600,000	$3,600,000	$3,600,000	$18,000,000
School Bus Purchases	$582,817	$1,586,229	$2,097,363	$2,622,490	$3,167,985	$10,056,884
Other Vehicle Purchases	$252,000	$400,000	$400,000	$400,000	$400,000	$1,852,000
Capital Outlay Equipment	$160,000	$160,000	$160,000	$160,000	$160,000	$800,000
Rent/Lease Payments	$145,000	$145,000	$145,000	$145,000	$145,000	$725,000
COP Debt Service	$4,082,337	$4,072,838	$4,073,338	$4,072,088	$4,072,088	$20,372,689
Rent/Lease Relocatables	$85,000	$100,000	$110,000	$110,000	$85,000	$490,000
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Local Expenditure Totals:	**$8,907,154**	**$10,064,067**	**$10,585,701**	**$11,109,578**	**$11,630,073**	**$52,296,573**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2021 - 2022 Actual Value	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
(1) Non-exempt property assessed valuation		$6,185,523,853	$6,988,935,292	$7,351,181,590	$7,714,984,450	$8,076,439,530	$36,317,064,715
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$10,391,680	$11,741,411	$12,349,985	$12,961,174	$13,568,418	$61,012,668
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$8,907,154	$10,064,067	$10,585,701	$11,109,578	$11,630,073	$52,296,573
(5) Difference of lines (3) and (4)		$1,484,526	$1,677,344	$1,764,284	$1,851,596	$1,938,345	$8,716,095

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2021 - 2022 Actual Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
PECO New Construction	340	$0	$0	$0	$0	$0	$0
PECO Maintenance Expenditures		$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2021 - 2022 Actual Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
CO & DS Cash Flow-through Distributed	360	$381,404	$381,404	$381,404	$381,404	$381,404	$1,907,020
CO & DS Interest on Undistributed CO	360	$6,000	$6,000	$6,000	$6,000	$6,000	$30,000
		$387,404	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$1,937,020**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2020 - 2021? No

Additional Revenue Source

Any additional revenue sources

Item	2021 - 2022 Actual Value	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$0	$0	$0	$0	$0	$0
Proceeds from 1/2 cent sales surtax authorized by school board	$0	$0	$0	$0	$0	$0
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$0	$0	$0	$0	$0	$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$0	$0	$0	$0	$0	$0
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, Including Profit On Investment	$0	$0	$0	$0	$0	$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Total Revenue Summary

Item Name	2021 - 2022 Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$8,907,154	$10,064,067	$10,585,701	$11,109,578	$11,630,073	$52,296,573
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($8,907,154)	($10,064,067)	($10,585,701)	($11,109,578)	($11,630,073)	($52,296,573)
PECO Maintenance Revenue	$0	$0	$0	$0	$0	$0
Available 1.50 Mill for New Construction	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Item Name	2021 - 2022 Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Five Year Total
CO & DS Revenue	$387,404	$387,404	$387,404	$387,404	$387,404	$1,937,020
PECO New Construction Revenue	$0	$0	$0	$0	$0	$0
Other/Additional Revenue	$0	$0	$0	$0	$0	$0
Total Additional Revenue	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$1,937,020**
Total Available Revenue	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$1,937,020**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Nothing reported for this section.

Nothing reported for this section.

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2021 - 2022 Actual Budget	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	Total	Funded
Retrofit For Technology	Location not specified	$387,404	$387,404	$387,404	$387,404	$387,404	$1,937,020	Yes
Project description not specified	Location not specified	$0	$0	$0	$0	$0	$0	No
		$387,404	**$387,404**	**$387,404**	**$387,404**	**$387,404**	**$1,937,020**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2021 - 2022 Satis. Stu. Sta.	Actual 2021 - 2022 FISH Capacity	Actual 2020 - 2021 COFTE	# Class Rooms	Actual Average 2021 - 2022 Class Size	Actual 2021 - 2022 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2025 - 2026 COFTE	Projected 2025 - 2026 Utilization	Projected 2025 - 2026 Class Size
SEBRING MIDDLE	969	872	776	41	19	89.00 %	0	0	704	81.00 %	17
LAKE COUNTRY ELEMENTARY	739	739	574	39	15	78.00 %	0	0	561	76.00 %	14
LAKE PLACID MIDDLE	945	850	661	41	16	78.00 %	0	0	591	70.00 %	14
WOODLAWN ELEMENTARY	759	759	625	41	15	82.00 %	0	0	600	79.00 %	15
PARK ELEMENTARY	706	714	443	39	11	62.00 %	0	0	417	58.00 %	11

CRACKER TRAIL ELEMENTARY	769	791	574	42	14	73.00 %	0	0	544	69.00 %	13
FRED WILD ELEMENTARY	691	691	430	39	11	62.00 %	0	0	407	59.00 %	10
AVON ELEMENTARY	761	749	522	41	13	70.00 %	0	0	506	68.00 %	12
AVON PARK MIDDLE	1,077	949	632	47	13	67.00 %	0	0	569	60.00 %	12
LAKE PLACID ELEMENTARY	941	941	617	51	12	66.00 %	0	0	597	63.00 %	12
SEBRING SENIOR HIGH	2,030	1,928	1,197	87	14	62.00 %	0	0	1,313	68.00 %	15
AVON PARK SENIOR HIGH	1,403	1,260	667	58	12	53.00 %	0	0	770	61.00 %	13
THE KINDERGARTEN LEARNING CENTER	414	414	306	23	13	74.00 %	0	0	291	70.00 %	13
MEMORIAL ELEMENTARY SCHOOL	831	831	554	46	12	67.00 %	0	0	546	66.00 %	12
LAKE PLACID SENIOR HIGH	1,072	932	655	44	15	70.00 %	0	0	683	73.00 %	16
YOUTH CARE LANE SCHOOL	47	47	14	2	7	29.00 %	0	0	40	85.00 %	20
SUN & LAKE ELEMENTARY	865	865	591	46	13	68.00 %	0	0	558	65.00 %	12
HILL-GUSTAT MIDDLE	975	877	688	42	16	78.00 %	0	0	617	70.00 %	15
	15,994	**15,209**	**10,525**	**769**	**14**	**69.20 %**	**0**	**0**	**10,314**	**67.82 %**	**13**

The COFTE Projected Total (10,314) for 2025 - 2026 must match the Official Forecasted COFTE Total (10,314) for 2025 - 2026 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2025 - 2026	
Elementary (PK-3)	3,463
Middle (4-8)	4,045
High (9-12)	2,806
	10,314

Grade Level Type	Balanced Projected COFTE for 2025 - 2026
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	10,314

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	Year 5 Total
Total Relocatable Replacements:	**0**	**0**	**0**	**0**	**0**	**0**

Charter Schools Tracking

Information regarding the use of charter schools.

Nothing reported for this section.

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2020 - 2021 fiscal year.	List the net new classrooms to be added in the 2021 - 2022 fiscal year.
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.	Totals for fiscal year 2021 - 2022 should match totals in Section 15A.

Location	2020 - 2021 # Permanent	2020 - 2021 # Modular	2020 - 2021 # Relocatable	2020 - 2021 Total	2021 - 2022 # Permanent	2021 - 2022 # Modular	2021 - 2022 # Relocatable	2021 - 2022 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	5 Year Average
CRACKER TRAIL ELEMENTARY	22	66	66	66	66	57
FRED WILD ELEMENTARY	44	44	44	44	44	44
AVON ELEMENTARY	54	54	54	54	54	54
AVON PARK MIDDLE	66	66	66	66	66	66
LAKE PLACID ELEMENTARY	147	155	155	155	155	153
SEBRING SENIOR HIGH	75	50	50	50	50	55
AVON PARK SENIOR HIGH	0	0	0	0	0	0
LAKE PLACID SENIOR HIGH	25	75	75	75	75	65
YOUTH CARE LANE SCHOOL	47	50	50	50	50	49
SUN & LAKE ELEMENTARY	124	160	160	160	160	153
HILL-GUSTAT MIDDLE	0	0	0	0	0	0
THE KINDERGARTEN LEARNING CENTER	0	0	0	0	0	0
SEBRING MIDDLE	91	91	91	91	91	91
LAKE COUNTRY ELEMENTARY	120	142	142	142	142	138
LAKE PLACID MIDDLE	20	20	20	20	20	20
WOODLAWN ELEMENTARY	94	36	36	36	36	48
PARK ELEMENTARY	104	118	118	118	118	115
MEMORIAL ELEMENTARY SCHOOL	0	0	0	0	0	0

Totals for HIGHLANDS COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**1,033**	**1,127**	**1,127**	**1,127**	**1,127**	**1,108**
Total number of COFTE students projected by year.	**10,607**	**10,602**	**10,528**	**10,471**	**10,314**	**10,504**
Percent in relocatables by year.	**10 %**	**11 %**	**11 %**	**11 %**	**11 %**	**11 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2021 - 2022	FISH Student Stations	Owner	# of Leased Classrooms 2025 - 2026	FISH Student Stations
SEBRING MIDDLE	0	0		0	0
LAKE COUNTRY ELEMENTARY	0	0	Mobile Modular Management	1	22

LAKE PLACID MIDDLE	0	0		0	0
WOODLAWN ELEMENTARY	0	0		0	0
PARK ELEMENTARY	0	0		0	0
CRACKER TRAIL ELEMENTARY	1	22	Mobile Modular Management	2	44
FRED WILD ELEMENTARY	2	44	Mobile Modular Management	2	44
AVON ELEMENTARY	0	0		0	0
AVON PARK MIDDLE	3	66	Mobile Modular Management	3	66
SEBRING SENIOR HIGH	0	0		0	0
AVON PARK SENIOR HIGH	0	0		0	0
LAKE PLACID SENIOR HIGH	0	0	Mobile Modular Management	0	0
YOUTH CARE LANE SCHOOL	0	0		0	0
SUN & LAKE ELEMENTARY	3	66	Mobile Modular Management	3	66
HILL-GUSTAT MIDDLE	0	0		0	0
THE KINDERGARTEN LEARNING CENTER	0	0		0	0
MEMORIAL ELEMENTARY SCHOOL	0	0		0	0
LAKE PLACID ELEMENTARY	0	0	Mobile Modular Management	2	44
	9	**198**		**13**	**286**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

None

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2020 - 2021 FISH Capacity	Actual 2020 - 2021 COFTE	Actual 2020 - 2021 Utilization	Actual 2021 - 2022 / 2030 - 2031 new Student Capacity to be added/removed	Projected 2030 - 2031 COFTE	Projected 2030 - 2031 Utilization
Elementary - District Totals	7,476	7,476	5,234.77	70.02 %	0	5,746	76.86 %
Middle - District Totals	3,966	3,568	2,756.83	77.27 %	0	2,741	76.82 %

High - District Totals	4,505	4,101	2,519.97	61.45 %	0	3,075	74.98 %
Other - ESE, etc	112	47	13.54	29.79 %	0	30	63.83 %
	16,059	**15,192**	**10,525.11**	**69.28 %**	**0**	**11,592**	**76.30 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2020 - 2021 FISH Capacity	Actual 2020 - 2021 COFTE	Actual 2020 - 2021 Utilization	Actual 2021 - 2022 / 2040 - 2041 new Student Capacity to be added/removed	Projected 2040 - 2041 COFTE	Projected 2040 - 2041 Utilization
Elementary - District Totals	7,476	7,476	5,234.77	70.02 %	0	5,746	76.86 %
Middle - District Totals	3,966	3,568	2,756.83	77.27 %	0	2,741	76.82 %
High - District Totals	4,505	4,101	2,519.97	61.45 %	0	3,075	74.98 %
Other - ESE, etc	112	47	13.54	29.79 %	0	30	63.83 %
	16,059	**15,192**	**10,525.11**	**69.28 %**	**0**	**11,592**	**76.30 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

ORDINANCE NO. 21-22-06

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FIVE-YEAR CAPITAL IMPROVEMENTS SCHEDULE, A COMPONENT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR ORDINANCE; PROVIDING FOR APPROVAL OF FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR THE 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 163.3177(3)(b), requires that the County conduct an annual review of the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan; and

WHEREAS, the County has conducted the annual review of the Capital Improvements Element of its 2030 Comprehensive Plan and has fully considered the need for and location of public facilities in order to encourage the efficient use of such facilities; and

WHEREAS, the Highlands County Planning and Zoning Commission, acting as the Local Planning Agency, held a duly noticed public hearing on November 9, 2021, to review the Capital Improvements Element and proposed modifications to the Five-year Capital Improvement Schedule, and recommended that the County approve the Five-year Capital Improvement Schedule as amended; and

WHEREAS, the County held a duly noticed public hearing on December 21, 2021, related to the proposed revisions to the County's Five-year Capital Improvements Schedule; and

WHEREAS, the County has determined that based on the needs of Highlands County, it is necessary for certain revisions to be made to the County's Five-year Capital Improvements Schedule.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF PRIOR ORDINANCE. Ordinance 20-21-10 amending the County's Five-year Capital Improvement Schedule, a component of the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan, is hereby repealed in its entirety.

SECTION 3. APPROVAL OF FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE. The Highlands County Five-year Capital Improvement Schedule, a component of the Capital Improvements Element of the 2030 Comprehensive Plan, is hereby adopted as set forth in **Exhibit "A"** attached hereto.

SECTION 4. 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 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the current Five-year Capital Improvement Schedule, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in 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 7. CONFLICTS. All Ordinances or parts of Ordinances 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 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 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this 21th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____

EXHIBIT “A”

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
LOS: PARKS AND RECREATION											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 110,208	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 563,585
Total						$ 420,816	$ 491,372	$ 418,200	$ 426,564	$ 435,095	$ 2,192,047
LOS: POTABLE WATER											
LOS: POTABLE WATER											
Total											
LOS: TRANSPORTATION/PUBLIC WORKS											
Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110) City of Sebring Maintenance %	Sebring Area	High	$ 225,418	$ 229,926	$ 234,525	$ 239,215	$ 244,000	$ 1,173,084
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100.00	$ 69,000.00	$ 70,380.00	$ 71,788.00	$ 73,223.00	$ 346,491.00
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ 5,282,518	$ 7,094,882	$ 5,596,095	$ 5,340,817	$ 5,447,634	$ 28,761,946
LOS: SCHOOLS											
See School District Work Program											
Total											
LOS: SOLID WASTE											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Total						$ 2,180,000	$ -	$ -	$ -	$ -	$ 2,180,000
LOS: STORMWATER/DRAINAGE											
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Total						$ 178,750	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 578,750
LOS: WASTEWATER											
LOS: WASTEWATER											
Total											
TOTAL LOS EXPENSES						**$ 8,062,084**	**$ 7,686,254**	**$ 6,114,295**	**$ 5,867,381**	**$ 5,982,729**	**$ 33,712,743**

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5 YR TOTAL
INFRASTRUCTURE SURTAX/LOCAL OPTION SALES TAX											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 110,208	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 563,585
Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110) City of Sebring Maintenance %	Sebring Area	High	$ 225,418	$ 229,926	$ 234,525	$ 239,215	$ 244,000	$ 1,173,084
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100	$ 69,000	$ 70,380	$ 71,788	$ 73,223	$ 346,491
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax	Sebring Area	High	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 407,370
Total						$ 5,599,808	$ 6,106,272	$ 5,895,769	$ 5,948,855	$ 6,064,203	$ 29,614,907
OTHER COUNTY FUNDING											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5 YR TOTAL
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Other (Fund 110)	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Total						$ 4,519,472	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 4,830,357
OTHER OUTSIDE FUNDING											
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	*City of Sebring Maintenance %*	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Total						$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
GRANTS (FEDERAL, STATE, AND LOCAL)											
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456
Total						$ -	$ 1,361,456		$ -	$ -	$ 1,361,456

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5 YR TOTAL
GRANTS (STATE GRANTS)											
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
GAS TAX											
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Total						$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
TOTAL FUNDING SOURCES						**$ 10,191,252**	**$ 7,616,180**	**$ 6,048,819**	**$ 6,106,597**	**$ 6,226,729**	**$ 35,748,121**

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
LOS: PARKS AND RECREATION											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 324,730	$ 1,561,212
HVAC Replacements	Replacement of PTAC units at the football recreation building. Currently unit is beyond the useful life.	IMPROVEMENTS	Infrastructure Surtax	Sports Complex	High	$ 7,200	$ -	$ -	$ -	$ -	$ 7,200
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory.	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
Metal Storage Building (Sports Complex)	Storage Building is needed at the Sports Complex to provide storage options to renters. Some tournaments are multiday events and most travel from other counties. Having storage on site will make the Sports Complex more attractive to potential renters.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 34,000	$ -	$ -	$ -	$ -	$ 34,000
Total						$ 491,200	$ 456,000	$ 465,120	$ 474,422	$ 483,911	$ 2,370,653
LOS: POTABLE WATER											
LOS: POTABLE WATER											
Total											
LOS: TRANSPORTATION/PUBLIC WORKS											
Engineering Traffic Ops Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
Road and Bridge Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,200,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,145,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,700,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,828,342
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 700,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,585,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 244,122	$ 234,526	$ 239,216	$ 244,000	$ 248,880	$ 1,210,744
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 34,500.00	$ 34,500.00	$ 35,190.00	$ 35,894.00	$ 36,612.00	$ 176,696.00
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 84,500	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 432,776

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
Right of Way Land Acquisition	Right-of-way acquistion funding for the purpose of obtaining additional right-of-way width along County Maintained roadway for the purpose of installing proper drainage to alleviating flooding concerns and shoulder stabilization.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 670,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,070,000
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 655,000	$ -	$ -	$ -	$ -	$ 655,000
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	State Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ 7,801,579	$ 5,503,526	$ 5,605,596	$ 5,409,708	$ 5,515,903	$ 29,836,312

LOS: SCHOOLS											
See School District Work Program											
Total											

LOS: SOLID WASTE											
Purchase of Tracked Loader with Rotary Cutter	Purchase of a tracked loader with rotary cutter. The equipment will enable the slopes of the landfill cells to be mowed on a routine basis, maintain established grassing and prevent slope erosion.	IMPROVEMENTS	Other	Landfill	High	$ 87,000	$ -	$ -	$ -	$ -	$ 87,000
Purchase of HydroSeeder/Coating Applicator	Purchase of a FInn LF 120 type Hydroseeder/Coating Applicator to reduce fuel and equipment costs associated with spreading blend as daily cover. The equipment will be used to apply an Alternative Daily Cover material.	IMPROVEMENTS	Other	Landfill	High	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
Construction of Landfill Operations Building	Construction of a Landfill Operations Office, which will include a sitework, expansion of the paved parking lot, sewage disposal, stormwater management and new office furnishings..	IMPROVEMENTS	Other	Landfill	High	$ 495,000	$ -	$ -	$ -	$ -	$ 495,000
Construction of Landfill Cell No. 5	Construction of the next 18 acres cell expansion into Cell No. 5 of the Class I Landfilll, should provide enough landfill volume to meet the needs for the next 10-15 years.	IMPROVEMENTS	Other	Landfill	High	$ 5,000,000	$ 6,000,000	$ -	$ -	$ -	$ 11,000,000
Replace 1/2 Ton Pickup for Solid Waste	Replace one (1) 1/2 ton 2022 4x4 pickup truck for Solid Waste Truck to replace aging equipment.	CRITICAL REPAIRS	Other	Landfill	High	$ 31,000	$ -	$ -	$ -	$ -	$ 31,000
Total						$ 5,693,000	$ 6,000,000	$ -	$ -	$ -	$ 11,693,000

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 21/22 THRU FY 25/26

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	5-YR TOTAL
LOS: STORMWATER/DRAINAGE											
Drainage Improvements Project	Drainage improvements at Spring Lake to increase stormwater conveyance and and effectively repair the ageing drainage.	CRITICAL REPAIRS	Infrastructure Surtax	Spring Lake	High	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
Total						$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
LOS: WASTEWATER											
LOS: WASTEWATER											
Total											
TOTAL LOS EXPENSES						**$ 14,210,779**	**$ 11,959,526**	**$ 6,070,716**	**$ 5,884,130**	**$ 5,999,814**	**$ 44,124,965**

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
2												
3	**INFRASTRUCTURE SURTAX/LOCAL OPTION SALES TAX**											
4	RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 324,730	$ 1,561,212
5	HVAC Replacements	Replacement of PTAC units at the football recreation building. Currently unit is beyond the useful life.	IMPROVEMENTS	Infrastructure Surtax	Sports Complex	High	$ 7,200	$ -	$ -	$ -	$ -	$ 7,200
6	Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory.	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
7	Metal Storage Building (Sports Complex)	Storage Building is needed at the Sports Complex to provide storage options to renters. Some tournaments are multiday events and most travel from other counties. Having storage on site will make the Sports Complex more attractive to potential renters.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 34,000	$ -	$ -	$ -	$ -	$ 34,000
8	Engineering Traffic Ops Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 150,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 768,241
9	Road and Bridge Equipment	Replace aging equipment.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,200,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,145,930
10	Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,700,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,828,342
11	Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 700,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,585,126
12	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax	Sebring Area	High	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 407,370
13	ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 34,500	$ 34,500	$ 35,190	$ 35,894	$ 36,612	$ 176,696
14	TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 84,500	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 432,776
15	Right of Way Land Acquisition	Right-of-way acquistion funding for the purpose of obtaining additional right-of-way width along County Maintained roadway for the purpose of installing proper drainage to alleviating flooding concerns and shoulder stabilization.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 670,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,070,000
16	Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 655,000	$ -	$ -	$ -	$ -	$ 655,000
17	Drainage Improvements Project	Drainage improvements at Spring Lake to increase stormwater conveyance and and effectively repair the ageing drainage.	CRITICAL REPAIRS	Infrastructure Surtax	Spring Lake	High	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
18	**Total**						$ 6,991,674	$ 5,506,474	$ 5,612,974	$ 5,721,604	$ 5,832,408	$ 29,665,134

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
19												
20	**OTHER COUNTY FUNDING**											
21	Purchase of Tracked Loader with Rotary Cutter	Purchase of a tracked loader with rotary cutter. The equipment will enable the slopes of the landfill cells to be mowed on a routine basis, maintain established grassing and prevent slope erosion.	IMPROVEMENTS	Other	Landfill	High	$ 87,000	$ -	$ -	$ -	$ -	$ 87,000
22	Purchase of HydroSeeder/Coating Applicator	Purchase of a FInn LF 120 type Hydroseeder/Coating Applicator to reduce fuel and equipment costs associated with spreading blend as daily cover. The equipment will be used to apply an Alternative Daily Cover material.	IMPROVEMENTS	Other	Landfill	High	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
23	Construction of Landfill Operations Building	Construction of a Landfill Operations Office, which will include a sitework, expansion of the paved parking lot, sewage disposal, stormwater management and new office furnishings..	IMPROVEMENTS	Other	Landfill	High	$ 495,000	$ -	$ -	$ -	$ -	$ 495,000
24	Construction of Landfill Cell No. 5	Construction of the next 18 acres cell expansion into Cell No. 5 of the Class I Landfilll, should provide enough landfill volume to meet the needs for the next 10-15 years.	IMPROVEMENTS	Other	Landfill	High	$ 5,000,000	$ 6,000,000	$ -	$ -	$ -	$ 11,000,000
25	Replace 1/2 Ton Pickup for Solid Waste	Replace one (1) 1/2 ton 2022 4x4 pickup truck for Solid Waste Truck to replace aging equipment.	CRITICAL REPAIRS	Other	Landfill	High	$ 31,000	$ -	$ -	$ -	$ -	$ 31,000
26	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
27	**Total**						$ 5,774,324	$ 6,076,526	$ 78,871	$ 81,263	$ 83,703	$ 12,094,687
28												
29	**OTHER OUTSIDE FUNDING**											
30	Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA, Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	City of Sebring Maintenance %	Sebring Area	High	$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
31	**Total**						$ 81,324	$ 76,526	$ 78,871	$ 81,263	$ 83,703	$ 401,687
32												
33	**GRANTS (FEDERAL, STATE, AND LOCAL)**											
34	Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
35	**Total**						$ 1,363,457	$ -	$ -	$ -	$ -	$ 1,363,457
36												
37	**GRANTS (STATE GRANTS)**											

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 21/22 THRU FY 25/26

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Project Name**	**Description**	**LOS Purpose**	**Funding Source**	**Location**	**Ranking**	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**5-YR TOTAL**
38	Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	State Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
39	**Total**						$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
40												
41	**TOTAL FUNDING SOURCES**						**$ 14,210,779**	**$ 11,959,526**	**$ 6,070,716**	**$ 5,884,130**	**$ 5,999,814**	**$ 44,124,965**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2095, changing the Official Zoning Atlas for an approximate 5.04-acre parcel, from Agricultural District (AU) to Public and Quasi-Public Lands District (P).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 5.04-acre parcel, from Agricultural District (AU) to Quasi-Public Lands District (P). The parcel is covered in native vegetation and is vacant of structures. The Applicant is proposing to utilize the property for a future expansion of an existing wastewater treatment plant, resulting in an increase of wastewater treatment capacity for the site.

There is a companion request for a small scale comprehensive plan amendment from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), CPA-22-596SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2095 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2095, changing the Official Zoning Atlas for approximately 5.04 acres from Agricultural District (AU) to 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 2095 IOP Properties LLC (City of Sebring) for BCC.pdf
Application P&Z 2095 IOP Properties LLC (City of Sebring) for BCC
Resolution P&Z 2095 IOP Properties LLC (City of Sebring) for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 12/21/2021
Case Number: P&Z 2095	**Case Name:** City of Sebring Wastewater Treatment Plant Expansion
Agent: Scott Noethlich, City of Sebring	**Property Owners:** IOP Properties, LLC
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 5.04-acre parcel, from Agricultural District (AU) to Public and Quasi-Public Lands District (P)

General Location: An approximate 5.04-acre parcel located approximately 0.12 miles south of Thunderbird Road and approximately 1.39 miles west of US 27, on the east side of Cougar Blvd.; the address being 150 Cougar Blvd., Sebring, Florida

PARCEL ID: C-27-34-28-A00-0040-0000

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, P&Z 2095, changing the Official Zoning Atlas for an approximate 5.04-acre parcel from Agricultural District (AU) 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 2095, changing the Official Zoning Atlas for an approximate 5.04-acre parcel from Agricultural District (AU) to Public and Quasi-Public Lands District (P), referencing the mandatory findings of fact and becoming effective as provided by law.

1. **Excerpt from the December 21, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "J. HEARING NUMBER P&Z 2095 – IOP PROPERTIES, LLC C/O CITY OF SEBRING** An approximate 5.04-acre parcel located approximately 0.12 miles south of Thunderbird Road and approximately 1.39 miles west of US 27, on the east side of Cougar Blvd; the address being 150 Cougar Blvd., Sebring; and abbreviated legal as follows: An approximate 5.04-acre parcel located in Section 27, Township 34 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Public and Quasi-Public Lands District (P). Mr. Roberts read the request and Ms. Vazquez and Mr. Bob Boggus, Utilities Director for the City of Sebring, presented the request. Mr. Boring explained that he is the real estate agent for the sale of the property and will be recusing himself from the vote. There were no letters received; no one spoke in favor of or against the request, and two members of the audience had questions and/or concerns regarding landscaping, buffer requirements, and fence placement.

Motion by Mrs. Hunnicutt and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-596SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 5.04-acre parcel from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), and transmit CPA-22-596SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, Mrs. Hunnicutt, Mr. Reed, Mrs. Mack, Mr. Ingler, Mr. Howard, and Mr. Roberts voted yes; Mr. Boring abstained. **Motion carried 6-0-1."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 5.04-acre parcel, from AU to P.

The parcel is covered in native vegetation and is vacant of structures.

The Applicant is proposing to utilize the property for a future expansion of an existing wastewater treatment plant, resulting in an increase of wastewater treatment capacity for the site.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P), CPA-22-596SS.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	AG	AU
Adjacent Property to the North	Vacant/ Single-Family Residence (SFR)	RM (Medium Density Residential)	R-1 (Residential District)/ R-1 FUD (Residential District with a Flexible Unit Development)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Sebring Sewer Plant/ Grazing Soil with SFR	P	P
Adjacent Property to the East	SFR	RM	R-1 FUD
Adjacent Property to the West	Grazing Soil	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), Policy 1.2.D.3, Medium Density Residential (RM) and Policy 1.2.D.5, Public/Quasi-Public Facility and Institutional Lands (P).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.211: Residential District (R-1), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.291: Flexible Unit Development (FUD).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. 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: We strongly recommend this property undergo a full-scale ECR that comes before NRAC. This property appears to be intact high-quality scrub/xeric upland that should at the very least contain tortoises and skinks. It may also have scrub jays.

Sebring Reginal Airport (SEF): Location is more than 10 miles west/northwest of SEF; proposed objects 200-ft or less in height would not require a Form 7460 at this location. No impact to SEF.

Florida Department of Health: No objection.

4.C. The following Departments, Divisions, and Agencies did not respond: Florida Department of Transportation, Highlands County Emergency Management,

Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

5. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 160 and 165 feet.
   Soils: The soil underlying the site is *Archbold Sand, 0 to 5% Slopes;* nearly level to gently sloping soil, moderately well drained, rapid permeability, with a water table at a depth of 40 to 60 inches in the summer rainy season.
2. **Surface Waters:** The subject parcel has no surface water areas.
3. **Vegetative Cover:** The site contains native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The parcel is not within a vested authority.
3. **Current Zoning Designation:** The site has a zoning designation of Agricultural District.
4. **Proposed Zoning Designation:** The proposed zoning designation is Public and Quasi-Public Lands District.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 2 persons; 5.04 ÷ 5 acres = 1.01 dwelling units; 1 dwelling unit x 2.3 persons = 2.3 persons.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum of 1.00 FAR.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for the expansion of an existing wastewater treatment facility located on the abutting parcel to the south. No residential uses are proposed, and the suggested expansion will increase the wastewater treatment capacity for the site.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan and the Simplified Environmental Clearance Report received August 12, 2021, indicate that Xeric Upland habitat exists on the property. Simplified environmental clearance was denied. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain approval of an Environmental Clearance Report prepared in accordance with Section 12.12.614 of the LDRs 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 **12055C0207C**, 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.

5.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 and utilized for an on-site central wastewater system provided by the City of Sebring.
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 Cougar Blvd. 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.

5.E. Traffic Impacts: Pursuant to Section 12.13.101.B.12 of the LDRs: a traffic analysis is **exempt** at the time of development.

5.F. Schools: The permitted uses within the Public Future Land Use designation are non-residential in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

5.G. Airports: The subject property is located approximately 5.9 miles south of the Avon Park Executive Airport and 9.8 miles northwest of the Sebring Regional Airport.

6. 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 2095, changing the Official Zoning Atlas for an approximate 5.04-acre parcel from Agricultural District (AU) 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:

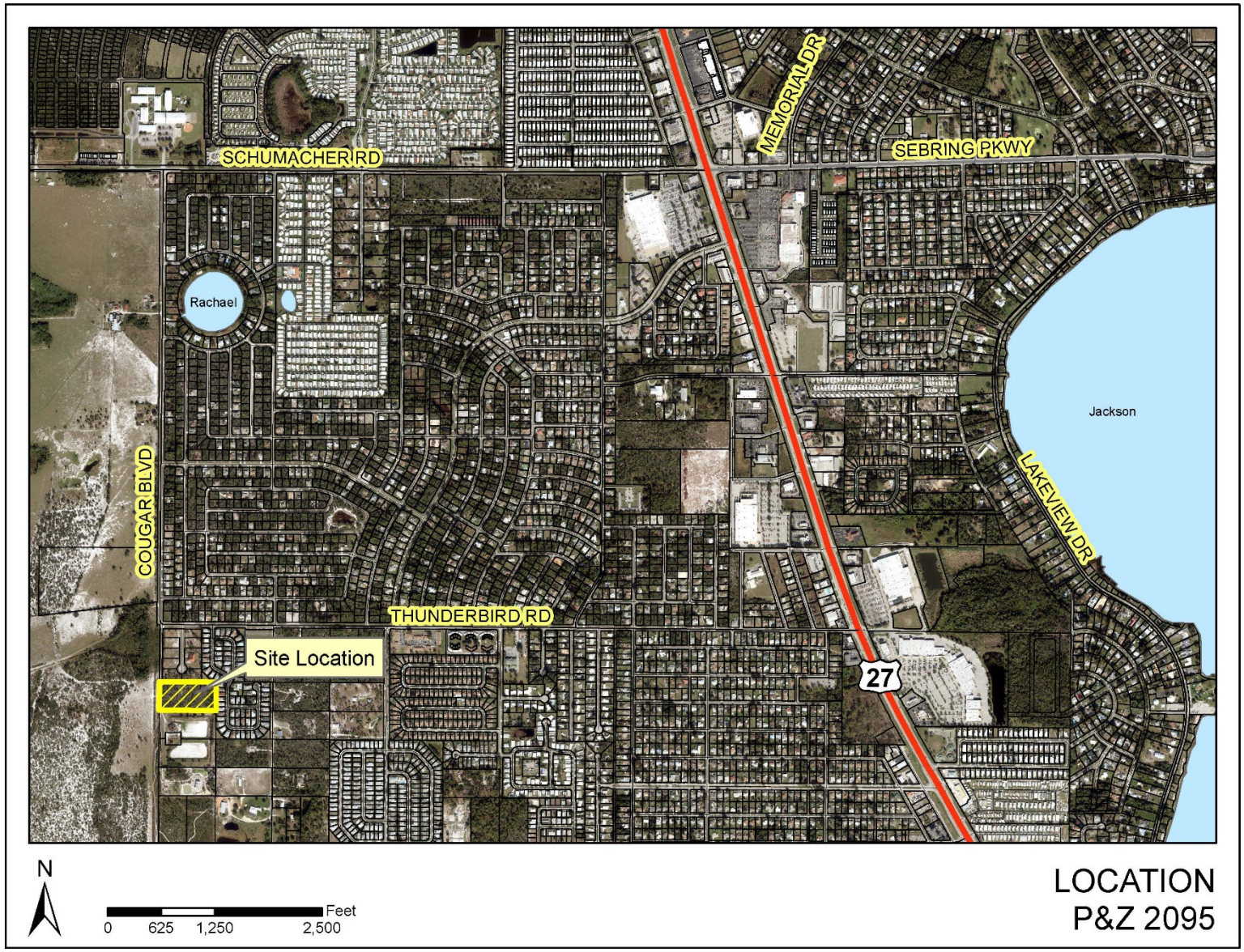

SCHUMACHER RD
MEMORIAL DR
SEBRING PKWY
Rachael
Jackson
COUGAR BLVD
LAKEVIEW DR
THUNDERBIRD RD
Site Location
27
N
Feet
0
625
1,250
2,500
LOCATION
P&Z 2095

Exhibit 2:


THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
Site Location
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
N
0
120
240
480
Feet
AERIAL
P&Z 2095

Exhibit 3:

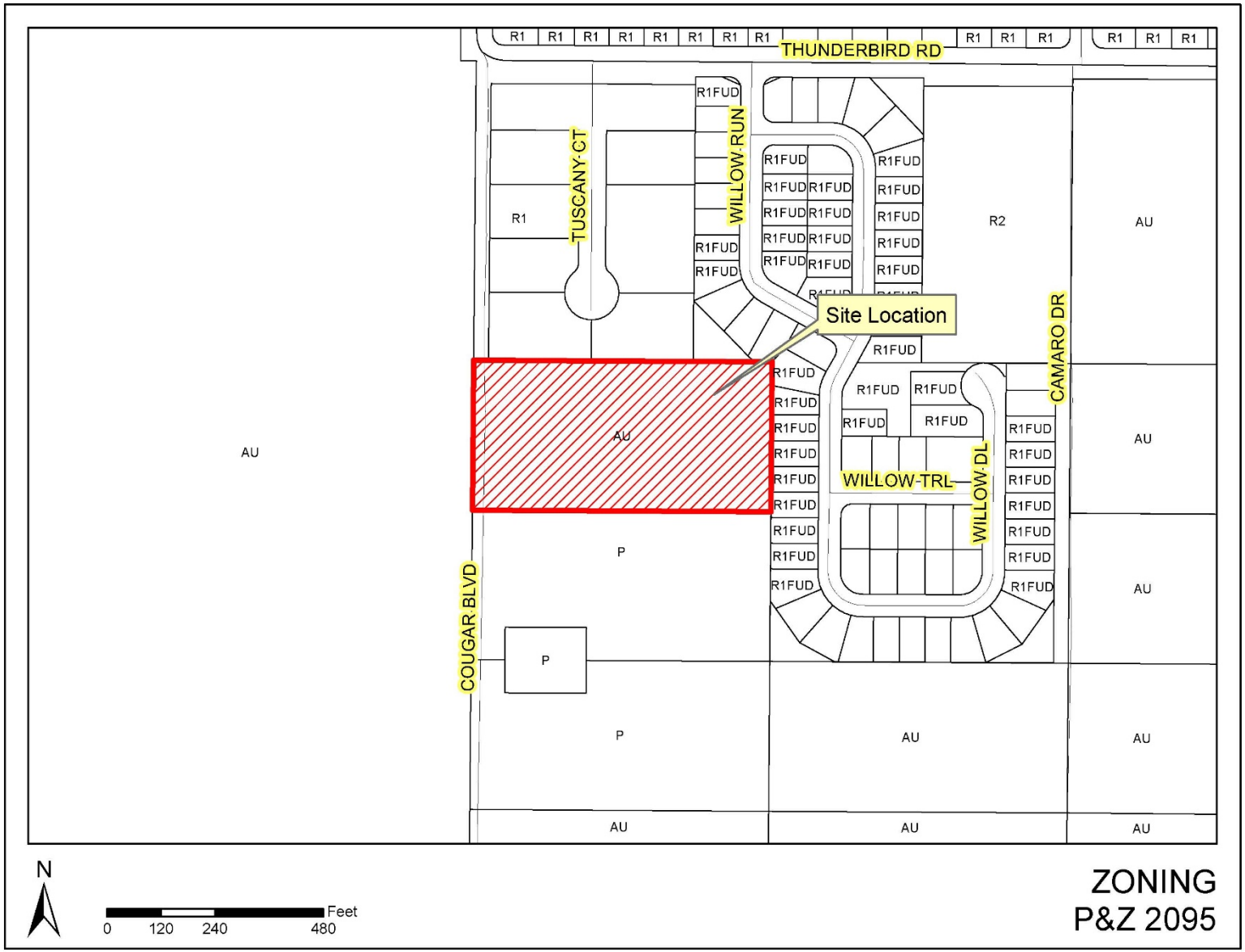
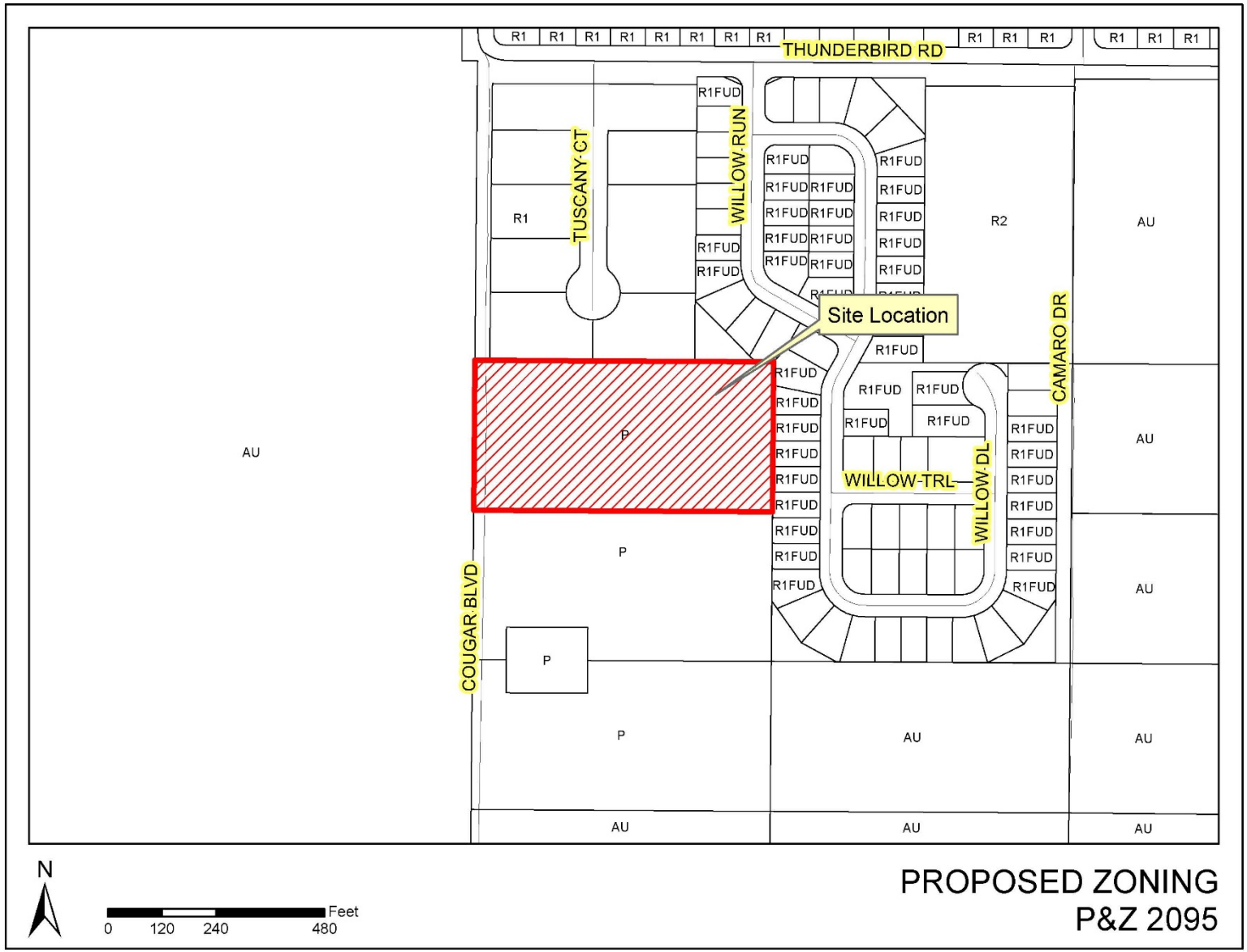

THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
Site Location
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
R1
R1FUD
R2
AU
P
N
Feet
0
120
240
480
ZONING
P&Z 2095

Exhibit 4:


THUNDERBIRD RD
TUSCANY CT
WILLOW RUN
CAMARO DR
WILLOW TRL
WILLOW DL
COUGAR BLVD
Site Location
R1
R2
AU
P
R1FUD
N
Feet
0
120
240
480
PROPOSED ZONING
P&Z 2095

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: P

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: 2095 **Date of Application:** 10/22/2021
Amount of Fee: $ 1,950.00 **Receipt No.:** 21100013 **Tax Map No.:** 27-A
Hearing Dates: LP: _____ **P&Z:** 12/14/2021 **BCC:** 12/21/2021

****

This application has been reviewed for completeness and determined sufficient:

Rachel Boney
Zoning Supervisor

10/27/2021
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: IOP Properties, LLC
   Mailing Address: 4978 Lester River Rd Duluth, MN 55804
   Telephone No.: _____ **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: Scott Noethlich
   Mailing Address: 368 S Commerce Ave Sebring, FL 33870
   Telephone No.: 863-471-5100 **E-Mail Address:** scottnoethlich@mysebring.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.
   Lot 5 in Block 4, of Unrecorded SEBRING PINE HILLS, INC., further described as: The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 in Section 27, Township 34 South, Range 28 East, of the Public Records of Highlands County

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-27-34-28-A00-0040-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 150 Cougar Blvd Sebring FL 33872

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: AU **Existing Land Use Classification**: AG
Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 332 feet, (depth) 662 feet, street frontage 332 feet, water frontage _____ feet, **Total acres** _____
If different from the total acreage, the upland, or developable portion is 5.04 +/- 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. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant	RM	R1 and R1FUD
South	City Waste Water Facility	P	P
East	Residential	RM	R1FUD
West	AG	AG	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
Expansion of Wastewater Treatment Plant

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
Not Applicable

15. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. **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 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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A 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**

17. **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 City of Sebring 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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A 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**

18. **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 BSN **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.

19. **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.

20. **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, 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.

21. **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 MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **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.

25. **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).

26. **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.

27. **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.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐Yes ☑No

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☑Yes ☐No

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

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

RESOLUTION NO. 21-22-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-27-34-28-A00-0040-0000; 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-27-34-28-A00-0040-0000 (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. 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-27-34-28-A00-0040-0000 and more particularly described as:

> Lot 5 in Block 4, of Unrecorded Sebring Pine Hills, Inc., further described as: The North ½ of the Southwest ¼ of the Northwest ¼ of the Northwest ¼ in Section 27, Township 4 South, Range 28 East, of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Public and Quasi-Public Lands District (P).

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).

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 2095, 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 21-22-07, adopting a small-scale comprehensive plan

amendment to change the land use designation on the Property from Agriculture (AG) to Public/Quasi-Public Facility and Institutional Lands (P).

DONE AND ADOPTED, this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Public Safety Director Ellison L. Stearns**

SUBJECT/TITLE: **Public Hearing to consider approval of Affordable Transport Inc. a Class 2 Basic Life Support and Class 3 Advanced Life Support Ambulance Certificate of Public Convenience and Necessity (COPCN)**

STATEMENT OF ISSUE

Affordable Transport Inc. submitted its application of COPCN Class 2 -Basic Life Support Ambulance and Class 3 -Advanced Life Support Ambulance application to Highlands County Fire Rescue on October 21, 2021. The application was found complete and was publicly noticed on December 5, 2021 pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida.

RECOMMENDED ACTION

Move to approve Affordable Transport Inc. Class 2 Basic Life Support and Class 3 Advanced Life Support Ambulance Certificate of Public Convenience and Necessity (COPCN).

FISCAL IMPACT

no fiscal impact

Attachments: HighlandsCOPCNapp.pdf
COI.pdf
Affordable Transport aff.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Type of Application: New____ Renewal✓ Transport____ NonTransport____

Type of Service: (1) Non-emergency medical transportation____
(2) Basic Life Support ambulance✓
(3) Advanced Life Support ambulance✓
(4) Air Ambulance service____

1. Name of Service AFFORDABLE TRANSPORT INC

Mailing Address 3706 DMG DR City LAKELAND

County POLK State FL Zip Code 33811

Business Phone Number (863) 648-9764 FAX Number (863) 519-0053

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

Experience of Applicant ATI HAS BEEN OPERATING IN TRANSPORT SERVICES SINCE 2003

2. Manager's Name RICHARD F JENSEN JR

3. Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).

NAME	ADDRESS	POSITION
RICHARD F JENSEN JR	116 14TH AVE NE ST PETERSBURG FL	PRESIDENT

4. List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

3706 DMG DR LAKELAND FL 33811
111 MEDICAL CENTER DR SEBRING (CURRENTLY ON HOLD)

5. Describe the geographic area to be served by your service. Attach map showing area described, if necessary.
ATI SERVES ALL OF HIGHLANDS, POLK, HARDEE OSCEOLA AND ORANGE COUNTIES

6. Radio Frequencies 800 MHZ MED 9 CHANNEL

Radio Call Number(s)_____

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

FROM VEHICLE — FROM YOUR BASE STATION

HIGHLAND REGIONAL, ADVENT LAKE PLACID & SEBRING - AS HOSPITALS HAVE ACCESS TO STATE EMERGENCY & NON EMERGENCY MED CHANNEL (800 MHZ MED9)

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes ✓ No____

9. Attach the following:

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

✓ ATTACHMENT #2 Vehicle Roster

✓ ATTACHMENT #3 Vehicle Permit Applications

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

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

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

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

✓ ATTACHMENT #8 Copy of contract with medical director.

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

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

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

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

NOTARY PUBLIC STATE OF FLORIDA
HEATHER PARESA
Notary Public - State of Florida
Commission # GG 938366
My Comm. Expires Dec 9, 2023

Richard F Jensen
Signature

PRESIDENT
Position

Notary Seal

Notary Signature Heather Paresa Date Oct 11, 2021

Rev. 08/2009

#1

Attachment 1

STAFF - ATI OPERATES IN 12 & 24 HR SHIFTS

ALS/BLS TRANSPORTATION PERSONNEL ROSTER

Please list all personnel (including part-time and volunteers)

NAME

LAST	FIRST	STANDARD FIRST AID	ADVANCED FIRST AID	E.M.T. #	PARAMEDIC#	POSITION PRESENTLY HELD	PRESENT TRAINING RECEIVED
Alcantara	Adrianna	YES	NO	570805		EMT	EMT
Anderson	Mynson	YES	NO	568373		EMT	EMT
Baert	Alana	YES	NO	569906		EMT	EMT
Baker	Brian	YES	NO	543649		EMT	EMT
Baker	Shawn	YES	NO	558115		EMT	EMT
Bennett	Amber	YES	NO	563915		EMT	EMT
Bermuda	Anthony	YES	YES	530351	520810	PMD	PMD
Boyce	Nathan	YES	NO	556857		EMT	EMT
Branco	Joseph	YES	NO	553509		EMT	EMT
Brooks	Elijah	YES	YES		521851	PMD	PMD
Burkes	Mailyn	YES	NO	554208		EMT	EMT
Campos	Luis	YES	NO	570706		EMT	EMT
Cardoza	Tomas		NO			EMR	EMR
Carrasquillo	Luis	YES	YES		533785	PMD	PMD
Claridy	Kendra	YES	NO	338788		EMT	EMT
Dobbins	Garrett	YES	YES	557384	535778	PMD	PMD
Dulin	Caleb	YES	YES		534024	PMD	PMD
Ebisawa	Alexander	YES	NO	563832		EMT	EMT
Fernandez	Frank	YES	NO	547981		EMT	EMT
Fisher	Michael	YES	YES		525811	PMD	PMD
Fletcher	Courtney	YES	NO	553709		EMT	EMT
Hagar	Martin	YES	NO	532109		EMT	EMT
Harris	Dalton	YES	YES	560628	537739	PMD	PMD
Hicks	Molly	YES	NO	565266		EMT	EMT
Hodge	Trevorn	YES	NO	551007		EMT	EMT
Huften	Brian		NO			EMR	EMR
Impagliatelli	David	YES	YES		11019	PMD	PMD
Jackson	Jakouri	YES	NO	573906		EMT	EMT
Lawrence	Olardo	YES	YES		533922	PMD	PMD
Leal	John		NO			EMR	EMR
Lemonious	Delroy		NO			EMR	EMR
MacQueen	Victoria	YES	NO	573504		EMT	EMT
Marino	Toni Ann	YES	NO	571886		EMT	EMT
McFadden	Samantha	YES	NO	570077		EMT	EMT
McLeod	Daniel	YES	NO	569868		EMT	EMT
Meletiche	Victoria	YES	NO	569998		EMT	EMT
Miller	Jessica	YES	NO	528014		EMT	EMT
Miller	Lowgen		NO			EMR	EMR
Mohamed	Aaron	YES	YES		530080	PMD	PMD
Morris	Vinan	YES	NO	565746		EMT	EMT
Nelson	Jamielyn	YES	NO	566082		EMT	EMT
Newman	Justin	YES	NO	565388		EMT	EMT
Nicol	Glen	YES	YES		200518	PMD	PMD
Nunez	Anthony	YES	NO	559903		EMT	EMT
Ortiz	Angel	YES	YES		53213	PMD	PMD
Ortiz	Marco	YES	YES		532966	PMD	PMD
Perez	Miguel	YES	NO	564497		EMT	EMT
Pewitt	Cody	YES	NO	569162		EMT	EMT
Pineda	Mia		NO			EMR	EMR
Powell	Ronald	YES	NO	21989		EMT	EMT
Pyle	Jermaine	YES					
Rivicci	Michael	YES	NO	553849		EMT	EMT
Rutland	Christopher		NO			EMR	EMR
Ryan	Austin	YES	YES		538330	PMD	PMD
Saenz	Eduuardo	YES	NO	571003		EMT	EMT
Sanabria	William	YES	YES		518665	PMD	PMD
Santiago	Jose	YES	YES		532865	PMD	PMD
Sargent	Sarah	YES	NO	546458		EMT	EMT
Singletary	Kevin	YES	NO	554658		EMT	EMT
Smith	Carlie	YES	NO	560710		EMT	EMT
Spencer	Darcy		NO			EMR	EMR
Stoller	Martin		NO			EMR	EMR
Story	John Wesley	YES	NO	563842		EMT	EMT
Tandoc	Aaron	YES	NO	570028		EMT	EMT
Tedana	Logan	YES	NO	550599		EMT	EMT
Tennis	Justin	YES	NO	567008		EMT	EMT
Thomas	Jason	YES	YES		520881	PMD	PMD
Turner	Shaledra	YES	NO			EMR	EMR
Tuttle	Ryan	YES	YES		534897	PMD	PMD
Velazquez-Luna	Anthony	YES	NO	553708		EMT	EMT
Wills	Cory	YES	NO	560712		EMT	EMT
Zuniga	Steven	YES	NO	569871		EMT	EMT

ATTACHMENT # 2

EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORTATION
VEHICLE INFORMATION

EMS Provider
Business Address 3706 DMG DRIVE
City, State and Zip LAKELAND FL 33811

Provider # 8636989764

County POLK

Unit #	* Service Type	Make	Model	Year of Maftgr.	Odometer Reading	V.I.N.	Pasngr Capacity	Interior, Pt. Compartment			Gross Weight	Color Scheme	Insignia, Name, Monogram on Vehicle
								Height	Width	Length			
45	Ambulance	Ford	TRANSIT	2017	206,531	1FDYR2CM2HKA15419	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 45
46	Ambulance	Ford	TRANSIT	2017	199,938	1FDYR2CM9HKA02716	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 46
47	Ambulance	Ford	TRANSIT	2019	131,721	1FDYR2CM7KKB31769	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 47
48	Ambulance	Ford	TRANSIT	2016	239,929	1FDYR2CM2GKA96582	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 48
49	Ambulance	Ford	TRANSIT	2016	240,128	1FDYR2CM7GKA96576	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE BLS 49
50	Ambulance	Ford	TRANSIT	2019	131,471	1FDYR2CM7KKA96649	5	68"	66"	130"	9000LB	WHITE	ATI AMBULACE, BLS 50
51	Ambulance	Ford	TRANSIT	2016	231,638	1FDYR2CM0GKA96581	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 51
52	Ambulance	Ford	TRANSIT	2016	279,630	1FDYR2CM0GKA96578	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 52
53	Ambulance	Ford	TRANSIT	2017	260,736	1FDYR2CM7HKA02715	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 53
54	Ambulance	Ford	TRANSIT	2017	220,161	1FDYR2CM3HKA02713	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 54
55	Ambulance	Ford	TRANSIT	2019	142,548	1FDYR2CM4KKB31762	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE 55

1	Ambulance	Ford	TRANSIT	2019	144,786	1FDYR2CMXKKA96645	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE ASL 1
2	Ambulance	Ford	TRANSIT	2019	145,023	1FDYR2CM1KKA96646	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE ALS 2
3	Ambulance	Ford	TRANSIT	2019	151,375	1FDYR2CM0KKA96640	5	68"	66"	130"	9000LB	WHITE	ATI AMBULNACE ALS 3
4	Ambulance	Ford	TRANSIT	2019	149,313	1FDYR2CM6KKA96643	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE ALS 4
5	Ambulance	Ford	TRANSIT	2019	134,724	1FDYR2CM3KKA96647	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE ALS 5
6	Ambulance	Ford	TRANSIT	2019	146,417	1FDYR2CM5KKA96648	5	68"	66"	130"	9000LB	WHITE	ATI AMBULANCE ALS 6

SIGNATURE _____ TITLE DATE

FALSE OFFICIAL STATEMENTS: § 837.06, Fla. Stat.: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

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INSURANCE DATA

Insurance Company	Type of Insurance	Insurance Expiration Date
National Interstate Insurance Company	Vehicle Liability	~~02/10/2021~~ 2/10/22

SERVICE AREA DATA

County of Service	Date Certificate of Public Convenience and Necessity Expires
Polk	11/22/2021
Highlands	01/07/2022
Osceola	03/31/2022
Hardee	01/01/1901 (NO EXP)
Orange	09/30/2021 (RENEWED) 9/1/23

VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
22515	ALS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CMXKKA96645	25.00
22516	ALS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CM1KKA96646	25.00
22517	ALS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CM0KKA96640	25.00
22519	ALS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CM3KKA96647	25.00
22520	ALS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CM5KKA96648	25.00
23491	ALS	T	FORD	TRANSIT	2019	Clear	02/02/2021	1FDYR2CM0KKA96643	6.00
5091	BLS	T	FORD	TRANSIT 250	2016	Clear	01/19/2017	1FDYR2CM0GKA96578	25.00
5932	BLS	T	FORD	TRANSIT	2019	Clear	09/30/2019	1FDYR2CM4KKB31762	25.00
5934	BLS	T	FORD	TRANSIT	2017	Clear	09/30/2019	1FDYR2CM9HKA02716	25.00
5935	BLS	T	FORD	TRANSIT	2016	Clear	09/30/2019	1FDYR2CM2GKA96582	6.00
5936	BLS	T	FORD	TRANSIT	2016	Clear	09/30/2019	1FDYR2CM7GKA96576	6.00
5937	BLS	T	FORD	TRANSIT	2016	Clear	09/30/2019	1FDYR2CM0GKA96581	6.00
6293	BLS	T	FORD	TRANSIT	2017	Clear	02/02/2021	1FDYR2CM2HKA15419	6.00
6294	BLS	T	FORD	TRANSIT	2019	Clear	02/02/2021	1FDYR2CM7KKB31769	25.00
6295	BLS	T	FORD	TRANSIT	2019	Clear	02/02/2021	1FDYR2CM7KKA96649	6.00
6296	BLS	T	FORD	TRANSIT	2019	Clear	02/02/2021	1FDYR2CM7HKA02715	6.00
6297	BLS	T	FORD	TRANSIT	2017	Clear	02/02/2021	1FDYR2CM3HKA03713	6.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
17	11	6	0	0

#4

ACORD™

Client#: 1903262

569AFFORTRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2021

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

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

PRODUCER
McGriff Insurance Services
12485 - 28th Street North
Saint Petersburg, FL 33716
727-327-7070

CONTACT NAME: Cyndi Ross
PHONE (A/C, No, Ext): 727-803-8139 FAX (A/C, No): 888-632-8459
E-MAIL ADDRESS: Cynthia.Ross@Mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins. Co.	41718
INSURER B : National Interstate Ins. Co.	32620
INSURER C : Zenith Insurance Company	13269
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Affordable Transport Inc.
3706 DMG Drive
Lakeland, FL 33811-1043

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HLA10014892301	02/10/2021	02/10/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X $10,000 Per Claim						MED EXP (Any one person)	$5,000
	Deductible						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AAL000003605	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			HLA10014892401	02/10/2021	02/10/2022	EACH OCCURRENCE	$3,000,000
B	X EXCESS LIAB X CLAIMS-MADE			AMX770003606	02/10/2021	02/10/2022	AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z137424501	01/10/2021	01/10/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	*Professional			HLA10014892301	02/10/2021	02/10/2022	See Below for Limits	
B	Portable Equip			LJI000003504	02/10/2021	02/10/2022	$357,091 / $1,000 Ded	
	**Physical/Sexual			HLA10014892301	02/10/2021	02/10/2022	See Below for Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer A: Umbrella Liability - The following policies are underlying: General Liability, Professional Liability and Employers Liability. This excludes the Auto Liability Policy. $10,000 Self Insured Retention

Applies

(See Attached Descriptions)

CERTIFICATE HOLDER

Highlands County BOCC
600 South Commerce
Sebring, FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Spresso

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DESCRIPTIONS (Continued from Page 1)

Insurer B: Excess Liability - The Auto Liability is the only underlying policy. Self Insured Retention Does

Not Apply

Insurer A: *Professional Liability - Claims Made $1,000,000 Each Claim Limit; $3,000,000 Annual Aggregate;

$10,000 Deductible

Insurer A: **Physical/Sexual Abuse Sublimit(Damages and Expenses): $1,000,000 Each Claim Limit; $3,000,000

Aggregate

Highlands County BOCC is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies as required by written contract.
30 Days Notice of Cancellation except 10 Days for Non-Payment.

ATTACHMENT #5

Ambulance

Statement of facts for demand of services

Highlands County is continuing to grow rapidly with projected growth is 2020 of 11% to increase population to over 111,000. Affordable Transport has been supporting the counties growth since 2013, initially with wheelchair/para-transports and then adding ALS and BLS ambulance services in 2015. Affordable Transport provides services for all of Highlands area hospitals as well as nursing facilities.

As Highlands continues to grow, Affordable Transport will continue to grow it fleet to serve this growth. For several years ATI operated a secondary substation in Highlands County and due to Covid this station is currently on hold (and unmanned). We expect once Covid is under better control to re-man as we had previously and support Highlands County from a local substation.

ATTACHMENT #6

Affordable Transport, Inc.

2021 Transport Rates

BLS Emergency	$513.00 + $11.00/mile
BLS Non-Emergency	$321.00 + $11.00/mile
ALS 1 Emergency	$609.00 + $11.00/mile
ALS 1 Non-Emergency	$385.00 + $11.00/mile
ALS 2 (2+ Medicine IV's)	$882.00 + $12.00/mile
Specialty Care Transport (NICU & Vents)	$1,042.00 + $12.00/mile
Non-Medical Stretcher	$110 + $4.50/mile
Bariatric Transports Rate (added to service base rate)	$220.00
Wheelchair Transports	$45 + $4.50/mile
ALS Wait Times	$145/30 minutes
BLS Wait times	$90/30 minutes
Non-Medical Stretcher Wait Times	$60/30 minutes
Wheelchair Wait Times	$40/30 minutes
Cancellation Fee**	Pick up fee without mileage

**The cancellation fee shall be charged in the event the ordering facility does not call to cancel a trip more than 1 ½ hours before the pick-up time. The only exception to this is a trip being cancelled due to a patient complication that happens less than 1 ½ hours before the pick-up time.

Attachment # 7

Certificates and Licenses held by ATI personnel – see attachment #1 for listing by name

ATTACHMENT #8

Affordable Transport, Inc.

Medical Director Service Agreement

This agreement is for Medical Director services and supervision between Affordable Transport Inc (ATI)., Lakeland Fla and Alexander Mbakwem M.D. (Dr Mbakwem) an Internal medicne Specialist located in Lakeland Fla.

Whereas Affordable Transport Inc is in the business of providing BLS EMS services in Polk County Florida and requires the services and supervision of a Medical Supervisor to provide oversight and direction to the services it provides and Dr Mbakwem is a Medical Doctor in Polk County with knowledge and interest in providing the services and oversight that ATI requires, the parties agree to the following;

- Dr Mbakwem shall provide Medical Directior Services to ATI on an ongoing annual basis with an effective date beginning May 1st 2016. This agreement shall automatically renew unless either party terminates this agreement with 90 days notice prior to the renewal date. This agreement shall terminate sooner should either ATI lose it BLS certification or Dr Mbakwem loses him MD status.

Medical Director shall be board certified and active in a broad-based clinical medical specialty with demonstrated experience in prehospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C. Prehospital care experience shall be documented by the provider.

Medical Director shall maintain his own liability insurance.

Medical Director shall recieve $6,000 per year for his services to ATI and paid on a monthly basis.

Duties and Responsibilities of the Medical Director.

Medical Director shall assist with development, review and approve medically correct standing orders or protocols for the provision of BLS transportation by ATI EMS staff.

Such BLS procedures are to be used for routine transports and when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The medical director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region. The medical director or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the provider as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S.

Medical Director shall assist in the development and implemention of a patient care quality assurance system to assess the medical performance of paramedics and EMTs. This shall include at least a quaterly audit of 3%-5% of the BLS transports and performance by EMS staff by the Medical Director. The quality assurance program is not limited to audits but may also include a more prompt review of patient care records, direct observation, and comparison of performance standards for equipment, system protocols and procedures. The medical director shall be responsible for participating in quality assurance programs developed by ATI.

Medical Director shall meet with ATI management on not less than a quaterly basis to review and provide feedback and direction on ATI transport performance, training programs and personnel

Medical director shall provide feedback of his audits to ATI with recommended changes, training needs, procedure modifications and other observations and suggestion to ensure ATI : a) provides safe sevices which meet the state standards for BLS transports, b) maintains up to date standards and protocals based on current medical practices and c) provides proper training to it's BLS staff to ensure safe patient transport.

Medical Director, as necessary, shall act as a liason with county EMS, local hospital, county health, facility and any other local or state officials to dicuss and review any services ATI provides.

Medical Director shall work with ATI to establish written protocols for the performance of the following and as warrented shall provide written evidence of review and compliance to ensure that the EMT's are trained to properly perform the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of asprin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT.

Upon signing the effective date is as shown above.

Alexander Mbakwem, MD

Richard Jensen, President ATI

Attachment # 9

Affordable Transport agrees to operate under and within all of the Florida EMS laws and regulations as well as the laws and regulations of Highland County, including specific direction and need requests from Highlands County EMS.

Richard F Jensen jr, President
Affordable Transport Inc

10/6/21
date

October 20, 2021

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

Re: Affordable Transport, Inc.

Ladies and Gentlemen:

This letter is to confirm that our firm acts as accountants and tax advisors to Affordable Transport, Inc. We further confirm that the company is currently active, in good standing, and financially viable. We see no reason to doubt the ability of the company to continue as a going concern for the foreseeable future.

Please do not hesitate to contact me directly if you require further information.

Sincerely,

Brian R. Govoni

Govoni & Company, Inc
Accountants, Business Broker
& Consultants

Practice Areas Include:

- Business Brokerage Service
- Tax Planning & Compliance
- Due-Diligence Services
- Payroll Management
- Business Planning
- Management Consulting
- Succession Planning

6039 Cypress Gardens Blv
Suite 143
Winter Haven, FL 33884

863-551-1300
863-551-1339

#4

ACORD™

Client#: 1903262

569AFFORTRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2021

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

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

PRODUCER
McGriff Insurance Services
12485 - 28th Street North
Saint Petersburg, FL 33716
727-327-7070

CONTACT NAME: Cyndi Ross
PHONE (A/C, No, Ext): 727-803-8139 FAX (A/C, No): 888-632-8459
E-MAIL ADDRESS: Cynthia.Ross@Mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins. Co.	41718
INSURER B : National Interstate Ins. Co.	32620
INSURER C : Zenith Insurance Company	13269
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Affordable Transport Inc.
3706 DMG Drive
Lakeland, FL 33811-1043

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HLA10014892301	02/10/2021	02/10/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X $10,000 Per Claim						MED EXP (Any one person)	$5,000
	Deductible						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AAL000003605	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			HLA10014892401	02/10/2021	02/10/2022	EACH OCCURRENCE	$3,000,000
B	X EXCESS LIAB X CLAIMS-MADE			AMX770003606	02/10/2021	02/10/2022	AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z137424501	01/10/2021	01/10/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	*Professional			HLA10014892301	02/10/2021	02/10/2022	See Below for Limits	
B	Portable Equip			LJI000003504	02/10/2021	02/10/2022	$357,091 / $1,000 Ded	
	**Physical/Sexual			HLA10014892301	02/10/2021	02/10/2022	See Below for Limits	

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

Insurer A: Umbrella Liability - The following policies are underlying: General Liability, Professional Liability and Employers Liability. This excludes the Auto Liability Policy. $10,000 Self Insured Retention

Applies

(See Attached Descriptions)

CERTIFICATE HOLDER

Highlands County BOCC
600 South Commerce
Sebring, FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Spresso

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DESCRIPTIONS (Continued from Page 1)

Insurer B: Excess Liability - The Auto Liability is the only underlying policy. Self Insured Retention Does

Not Apply

Insurer A: *Professional Liability - Claims Made $1,000,000 Each Claim Limit; $3,000,000 Annual Aggregate;

$10,000 Deductible

Insurer A: **Physical/Sexual Abuse Sublimit(Damages and Expenses): $1,000,000 Each Claim Limit; $3,000,000

Aggregate

Highlands County BOCC is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies as required by written contract.
30 Days Notice of Cancellation except 10 Days for Non-Payment.

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida;
NOTICE OF PUBLIC HEARING TO CONSIDER
ISSUANCE OF CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
AFFORDABLE TRANSPORT INC.
was published in said newspaper in the issues
DECEMBER 5, 2021
Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 6th day of December 2021

Ramona D Washington

Notary Public

(Notary Stamp)

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

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

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on December 21, 2021, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Fire Rescue has received from AFFORDABLE TRANSPORT INC., a private for-profit registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health, an application for renewal of their Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 2 Basic Life Support and Class 3 Advanced Life Support Ambulance pursuant to Section 5-55 of the Code of Ordinances, Highlands County, Florida. The Class 2 – Basic Life Support Class of service encompasses providing basic life support services on inter-facility transports and the Class 3-Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transports. Class 3 of service may at the county's request transport patients to a medical facility and may render on-scene assistance to victims prior to transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Blvd, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Tim Eures, Deputy Chief, at that address or by phone at (863) 402-6630. Photocopies may be obtained at that location for fifteen cents ($0.15) per page, single sided, and twenty cents ($0.20) per page, double sided.

All interested persons may appear and be heard at the time and place specified above.

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennet, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6809 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk
Dec. 5, 2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 12/21/2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of an Interlocal agreement with the Spring Lake Improvement District Request for a broadband project within the Spring Lake community in the amount not to exceed $1,250,000 using American Rescue Plan Act (ARPA) funds.**

STATEMENT OF ISSUE

When the Board approved the American Rescue Plan Act (ARPA) proposed spending plan on September 21, 2021, the Spring Lake Broadband Project was one of those approved projects in the amount of $1,250,000. During the presentation at the BOCC meeting, the broadband project received a very favorable risk ranking from the ARPA consultants, Government Services Group and was looked upon favorably as a result.

This agreement outlines the expectations of both parties, reporting requirements, reimbursement timelines and processes, and penalties for non-compliance, including clawbacks of federal funds.

RECOMMENDED ACTION

Request approval of an Interlocal agreement with the Spring Lake Improvement District Request for a broadband project within the Spring Lake community in the amount not to exceed $1,250,000 using American Rescue Plan Act (ARPA) funds.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General), Project 20074 (Spring Lake Broadband), Cost Center 3996 (Emergency/Disaster Relief), account 58102Z (Aid to Gov't Agency-Admin/Gov't) as the $1,250,000 from ARPA funding has already been budgeted.

Attachments: ARPA Grant Subrecp-agreement SGS.pdf

AMERICAN RESCUE PLAN ACT (ARPA)
SUBRECIPIENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between Highlands County, a political subdivision of the State of Florida ("GRANTOR or County") and the Spring Lake Improvement District, an independent special district organized and existing under the laws of the State of Florida ("SUB-RECIPIENT").

This Agreement is entered into based on and subject to the following representations:

Pursuant to 2 C.F.R. §200.1 and §200.92, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

As defined by 2 C.F.R. §200.1 and §200.74, "pass-through entity" means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

As defined by 2 C.F.R. §200.1 and §200.93, "sub-recipient" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

As defined by 2 C.F.R. §200.1 and §200.38, "Federal award" means Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

As defined by 2 C.F. R. §200.1 and §200.92, "subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.

WHEREAS, the SUBRECIPIENT submitted a proposal to the GRANTOR for a program that it has certified as compliant with the terms of the American Rescue Plan Act (ARPA).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **The Sub Award.** GRANTOR will award and release to SUB-RECIPIENT a sum of up to One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) from its American Rescue Plan Act fund (the "Grant") pursuant to the payment terms set forth herein.

2. **Use of Funds.** Grant funds in the amount of up to One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) shall be used by SUB-RECIPIENT for the sole purpose of installing fiber optic cabling as described in the proposal submitted by SUB-RECIPIENT, attached hereto as **Exhibit "A"** (Approved Project).

3. **Term.** Program and expenditures must be performed during the term of this Agreement, from the Effective Date through December 31, 2023, unless expressly extended by the parties.

4. **Payment of Funds.**

a. GRANTOR agrees to reimburse SUB-RECIPIENT for costs and expenses actually incurred and paid by SUB-RECIPIENT in accordance with the Approved Project under this Agreement in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00).

b. The total amount paid to SUB-RECIPIENT in accordance herewith is subject to adjustment by GRANTOR if a substantial change is made in the Approved Project that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Funds to be reimbursed in accordance herewith shall not have been expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

c. Costs and expenses charged against the funds to be reimbursed in accordance herewith shall be incurred in accordance with the American Rescue Plan and the Federal Treasury's guidance, Office of Budget and Management Guidance, the County's purchasing policies and the Federal regulations attached hereto as **Exhibit "B"**.

d. On or before the twentieth (20th) day of each month, SUBRECIPIENT shall submit pay applications to the County for the prior month, setting forth the actual costs and expenditures of SUB-RECIPIENT in accordance with this Agreement. No later than thirty (30) days after the natural expiration or termination of this Agreement, SUB-RECIPIENT shall submit a final pay application. The County shall notify SUB-RECIPIENT if a pay application or part thereof is not approved. If approved, payment will be remitted by the County.

d. Any funds from the sub award which are not paid to the SUB-RECIPIENT will remain in the GRANTOR'S ARPA Fund and will be available for other appropriations.

5. **SUB-RECIPIENT Representations and Responsibilities.**

a. SUB-RECIPIENT has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect SUB-RECIPIENT's performance under this Agreement.

b. SUB-RECIPIENT represents and warrants to the GRANTOR that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and the rights granted in it; and that its performance of this

Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander, or any other rights of any nature whatsoever, or violate any federal and state laws or County ordinances. The GRANTOR will not determine or exercise control as to general procedures or formats necessary for SUBRECIPIENT to meet this obligation.

c. SUB-RECIPIENT represents and warrants to the GRANTOR that the Grant funds are necessary to accomplish the financial requirements of its Fiber Optic Cable Project.

d. SUB-RECIPIENT shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. SUB-RECIPIENT shall adopt such additional financial management procedures as may from time to time be prescribed by the GRANTOR if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. SUB-RECIPIENT shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

e. Any item of expenditure by SUB-RECIPIENT under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the GRANTOR, the GRANTOR'S external Auditor, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the County's APRP Funding Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUB-RECIPIENT, shall become SUB-RECIPIENT's liability, to be paid by SUB-RECIPIENT from funds other than those provided by the GRANTOR under this Agreement or any other agreements between the GRANTOR and SUB-RECIPIENT. This provision shall survive the expiration or termination of this Agreement.

f. SUB-RECIPIENT must comply with all federal audit requirements related to a sub-award and its records must be available for review by the GRANTOR and appropriate officials.

g. Final payment request(s) under this Agreement must be received by the GRANTOR no later than thirty (30) days after the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by the GRANTOR after this date without authorization from the GRANTOR. In consideration of the execution of this Agreement by the GRANTOR, SUB-RECIPIENT agrees that acceptance of final payment from the GRANTOR will constitute an agreement by SUB-RECIPIENT to release and forever discharge the GRANTOR, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions,

causes of action or suits of any nature whatsoever, which SUB-RECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. SUB-RECIPIENT's obligations to the GRANTOR under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the GRANTOR and as required by any Federal regulations governing ARPA funds or the sub award which is the subject of this Agreement. Such requirements shall include, without limitation, submitting final reports to the GRANTOR and providing any closeout-related information requested by the GRANTOR by the deadlines specified by the GRANTOR. This provision shall survive the expiration or termination of this Agreement.

6. **Cooperation in Monitoring and Evaluation**.

a. The GRANTOR shall monitor, evaluate, and provide guidance and direction to SUB-RECIPIENT in the conduct of the Approved Project under this Agreement. The GRANTOR may require SUB-RECIPIENT to take corrective action if deficiencies are found.

b. SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the GRANTOR, the U.S. Government Accountability Office, or the Comptroller General of the United States and SUBRECIPIENT agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

7. **Auditing, Records and Inspection.** In the performance of this Agreement, the SUB-RECIPIENT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the SUB-RECIPIENT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

8. **Permits and Compliance with Laws.** SUBRECIPIENT will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state, and federal laws, rules and regulations which must be obtained or met in connection with the Approved Project.

9. **Independent Contractor Status.** The parties agree that SUB-RECIPIENT, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the GRANTOR for any purpose. SUB-RECIPIENT and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the GRANTOR'S human resources manual and may not be considered a GRANTOR employee for workers' compensation or any other purpose. SUB-RECIPIENT, its agents, employees, contractors, or subcontractors, are not authorized to represent the GRANTOR or otherwise bind the GRANTOR in any way.

10. **Default and Termination.** If SUB-RECIPIENT fails to comply with any condition of this Agreement at the time or in the manner provided for, the GRANTOR may terminate this Agreement if the default is not cured within fifteen (15) days after written notice is provided to SUB-RECIPIENT. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, SUBRECIPIENT will repay to the GRANTOR any Grant funds already delivered to SUBRECIPIENT for the Fiber Optic Cable Installation Project.

11. **Representatives**

a. **GRANTOR'S Representative.** The GRANTOR'S Representative for the purpose of this Agreement shall be the GRANTOR'S County Administrator or such other individual as the County Administrator shall designate in writing. Whenever approval or authorization from or communication or submission to the GRANTOR is required by this Agreement, such communication or submission shall be directed to the GRANTOR'S Representative and approvals or authorizations shall be issued only by such Representative.

Notice to County: Highlands County
Attention: County Administrator
600 N. Commerce Avenue
Sebring, Florida 33870

b. **SUBRECIPIENT's Representative.** SUBRECIPIENT's Representative for the purpose of this Agreement shall be the SUBRECIPIENT's District Manager or such other individual as SUBRECIPIENT shall designate in writing. Whenever direction to or communication with SUBRECIPIENT is required by this Agreement, such direction or communication shall be directed to SUB-RECIPIENT's Representative; provided, however, that in exigent circumstances when SUB-RECIPIENT's Representative is not available, the GRANTOR may direct its direction or communication to other designated SUBRECIPIENT personnel or agents.

Notice to District: Spring Lake Improvement District
Attention: District Manager
115 Spring Lake Boulevard
Sebring, FL 33876-6143

12. **Indemnity/Waiver of Claims.**

a. To the fullest extent permitted by law, SUB-RECIPIENT agrees to defend, indemnify, and hold the GRANTOR and its agents, officials, representatives, employees, and officers (collectively referred to for purposes of this Section as the GRANTOR) harmless against all third-party claims, demands, suits, damages, losses, and expenses, including reasonable attorney fees, which arise out of, relate to, or result from SUB-RECIPIENT's (i) negligence, or (ii) willful or reckless misconduct.

b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). SUB-RECIPIENT's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by the GRANTOR.

c. Should any indemnitee described herein be required to bring an action against SUB-RECIPIENT to assert its right to defense or indemnification under this Agreement or under SUB-RECIPIENT's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines SUB-RECIPIENT was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

d. SUB-RECIPIENT also waives all claims and recourse against the GRANTOR or its officers, officials, agents, or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent.

e. These obligations shall survive termination of this Agreement.

13. **Insurance.**

a. In addition to and independent from the above required Indemnification, SUB-RECIPIENT shall at SUBRECIPIENT's expense secure insurance coverage as it deems necessary and appropriate. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by SUBRECIPIENT in this Section.

b. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the GRANTOR without limit and without regard to the cause therefore and which is acceptable to the GRANTOR and SUBRECIPIENT shall furnish to the GRANTOR accompanying certificates of insurance and accompanying endorsements.

c. GRANTOR, its officers, officials, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the SUB-RECIPIENT's General Liability policy. The insurance and required endorsements must be in a form suitable to the GRANTOR and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The GRANTOR must approve all insurance coverage and endorsements prior to delivery of Grant funds to SUBRECIPIENT. SUBRECIPIENT shall notify GRANTOR within two (2) business days of SUBRECIPIENT's receipt of notice that any required insurance coverage will be terminated or SUBRECIPIENT's decision to terminate any required insurance coverage for any reason.

14. **Nondiscrimination and Equal Pay.**

a. SUB-RECIPIENT agrees that all hiring by SUB-RECIPIENT of persons performing services for SUB-RECIPIENT or for funds secured by this Grant Agreement shall be based on merit and qualifications. SUB-RECIPIENT will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. SUB-RECIPIENT will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

b. SUBRECIPIENT represents it is, and for the term of this Agreement will be, in compliance with the requirements of the American Rescue Plan Act.

c. SUBRECIPIENT shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

14. **Public Meetings.** Meetings of SUB-RECIPIENT that pertain to the receipt or expenditure of the funds being awarded to the SUB-RECIPIENT by the GRANTOR pursuant to this Agreement are subject to the open meeting requirements of Florida law and ARPA.

15. **Access to Public Records.** The SUB-RECIPIENT shall comply with Florida Statutes, Chapter 119 and any ARPA public records requirements pertaining to this Agreement and the funding awarded in accordance herewith.

16. **Entire Agreement and Modification.** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.

17. **No Assignment.** SUB-RECIPIENT may not subcontract or assign SUB-RECIPIENT's rights, including the right to payments, or any other rights or duties arising hereunder, without the prior written consent of the GRANTOR.

18. **No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assigns. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.

19. **Non-Waiver**. A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

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

21. **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.

22. **Venue and Jury Trial.** In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida or the appropriate Federal Court. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

23. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the SUB-RECIPIENT 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 as well as all newly hired employees. In addition, the SUB-RECIPIENT 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 SUB-RECIPIENT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the SUB-RECIPIENT must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the SUB-RECIPIENT'S breach of this provision, any and all such costs shall be paid by the SUB-RECIPIENT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

IN WITNESS WHEREOF, Agreement is hereby effective on the date signed by the last party (Effective Date).

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Kathleen A. Rapp, Chairman
Dated: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

SPRING LAKE IMPROVEMENT DISTRICT

By: _____
Tim McKenna, Chairman
Dated: _____

ATTEST:

_____
Joe DeCerbo, District Manager

EXHIBIT "A"
Approved Project

SpringLake IMPROVEMENT DISTRICT

115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

July 13, 2021

TO: Randy Vosburg, County Administrator
FROM: Joe DeCerbo, District Manager
SUBJECT: Broadband Funding Opportunity

As we have discussed over the last few weeks, Spring Lake is in a position to apply for funding that will provide fiber optic capability to our underserved area.

The attached data describes our current status, and the opportunity that now presents itself.

In conversation with County Road and Bridge, there are 31 miles of roads in Spring Lake, which is a good comparable in projecting costs. Our engineer is approximating $2.5 million for the whole District.

I realize this is very basic data, and as we go thru this process, we will make available any additional information you request.

Thank you for exploring this opportunity with us.

1971-2021 50 SPRINGLAKE YEARS

Spring Lake Fiber Optic Initiative

With over 1,800 homes inside 2.5 square miles, Spring Lake is one of the most densely populated areas of Highlands County. Spring Lake is also one of the only areas still suffering from limited options for high-speed internet. Centurylink has been the sole DSL provider for many years, while virtually all other populated areas in the county have at least 2 provider options. Without competition, there is no incentive for the provider to upgrade their outdated and slow performing infrastructure. Through coordination with Highlands County and the Spring Lake Improvement District, the Spring Lake community can take control of their broadband utility, future-proof their community for the next 40 years, and add material value to every current and future household in the neighborhood.

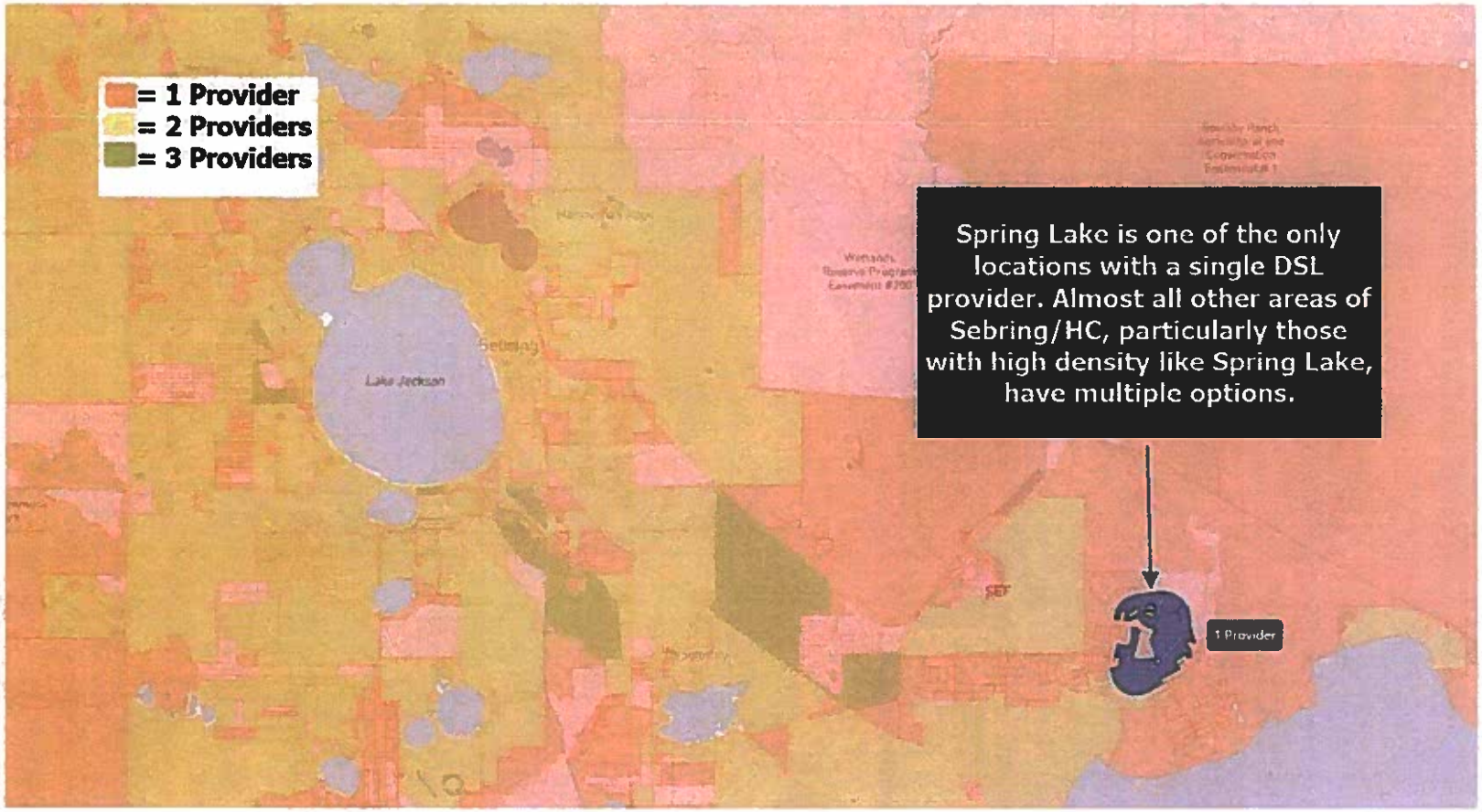
A nationwide study released by researchers at the University of Colorado and Carnegie Mellon University finds fiber-optic connections can add $5,437 to the price of a $175,000 home—about as much as a fireplace, or half the value of a bathroom.

Survey Results

- Spring Lake published a survey on Nextdoor App to the ~900 active residents to receive feedback on the neighborhood internet performance
  - The survey received 375 responses within 1 week
- The main conclusions included:
  - 96% of respondents currently have internet
  - 60% of respondents use streaming apps (Netflix, Hulu, etc.)
  - 87% of respondents said their internet is slow or unusable
  - 3% of respondents said their internet is good and does not need to improve
  - 81% of respondents said Century Link provides their internet
  - Average reported speed was 5 Mbps
    - Not fast enough for most streaming apps
    - Prices range from $60-100 for internet only
  - Some respondents have tested alternative non-DSL options and reported issues such as even slower speeds, weather sensitivity, and costly hardware. These options include Viasat, HughesNet, Rapid Systems, and Verizon.

Community Petition

- Spring Lake also published a physical petition to bring better internet service to the community, which received over 700 signatures from community members.


= 1 Provider
= 2 Providers
= 3 Providers
Lake Jackson
Spring Lake is one of the only locations with a single DSL provider. Almost all other areas of Sebring/HC, particularly those with high density like Spring Lake, have multiple options.
1 Provider

Spring Lake Proposed Broadband

Prepared by the Highlands County Geographic Information Systems Department (GIS Department)

For reference ONLY. NOT a boundary survey

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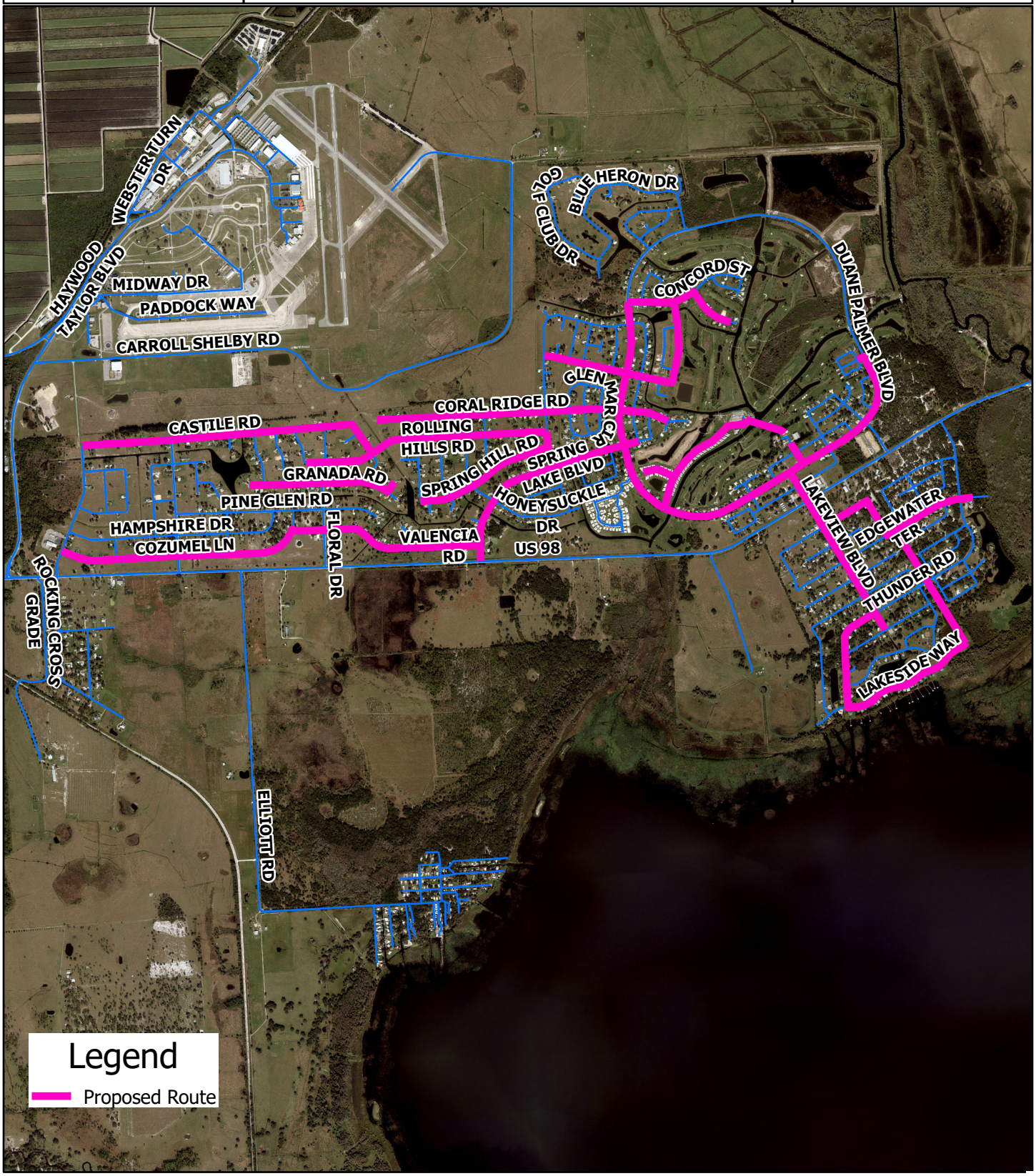


EXHIBIT "B"
FEDERAL REQUIREMENTS

The SUB-RECIPIENT acknowledges that the Approved Project is being funded with American Recovery Plan Act funds and hereby agrees to comply and require its Contractors to comply with the following specific Federal requirements and regulations:

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, SUB-RECIPIENT and its CONTRACTORS shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. SUB-RECIPEINT and its CONTRACTORS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUB-RECIPEINT and its CONTRACTORS 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, 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. SUB-RECIPEINT and its CONTRACTORS agree 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. SUB-RECIPEINT and its CONTRACTORS will, in all solicitations or advertisements for employees placed by or on behalf of the SUB-RECIPEINT and its CONTRACTORS, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. SUB-RECIPEINT and its CONTRACTORS 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 SUB-RECIPEINT and its CONTRACTORS' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. SUB-RECIPEINT and its CONTRACTORS 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.
5. SUB-RECIPEINT and its CONTRACTORS 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the SUB-RECIPEINT and its CONTRACTORS' noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUB-RECIPEINT and

its CONTRACTORS 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.

7. SUB-RECIPEINT and its CONTRACTORS will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 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 SUB-RECIPEINT and its CONTRACTORS will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a SUB-RECIPEINT and its CONTRACTORS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the SUB-RECIPEINT and its CONTRACTORS may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, 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. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

1. SUB-RECIPEINT and its CONTRACTORS. The SUB-RECIPEINT and its CONTRACTORS 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. Subcontracts. The SUB-RECIPEINT and its CONTRACTORS or subcontractors shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUB-RECIPEINT and its CONTRACTORS and subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F)) 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 that "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.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G)) CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H)) A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier

covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322) CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) Should the SUB-RECIPEINT and its CONTRACTORS subcontract any of the work under this Contract, SUB-RECIPEINT and its CONTRACTORS shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

I. ENERGY EFFICIENCY AND CONSERVATION CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying**

Form within three business days of COUNTY's request.

K. Civil Rights Compliance - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

L. Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. Domestic Preference As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

N. Affirmative Action Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER:	**Sarah Albritton, Capital Project Manager** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request consideration of Professional Services Agreement between Highlands County and Wharton-Smith, Inc. Construction Group to perform construction management at risk services for the new Lake Placid Fire/EMS Station 36; Project No. 18051.**

STATEMENT OF ISSUE

On May 18, 2021, bids were received from (5) contractors for RFP 20-014, Construction Manager at Risk for Fire Rescue Facility(ies). The contractors were ranked and the number one highest score was tied between Wharton-Smith, Inc and Marmer Construction, Inc. The tie was broken in accordance with section 1, 14, with Wharton-Smith having two number one rankings on the individual score sheets and Marmer Construction having zero. The CMAR will provide design review and recommendations and a guaranteed maximum price to build the facility. The project budget of $2,537,221.00 was budgeted in Project 18051 in FY 20-21 for the construction of a new Fire Rescue Station 36 located at 1198 US 27N, Lake Placid, FL 33852. Staff recommends that the CMAR contract be awarded to Wharton-Smith, Inc.

RECOMMENDED ACTION

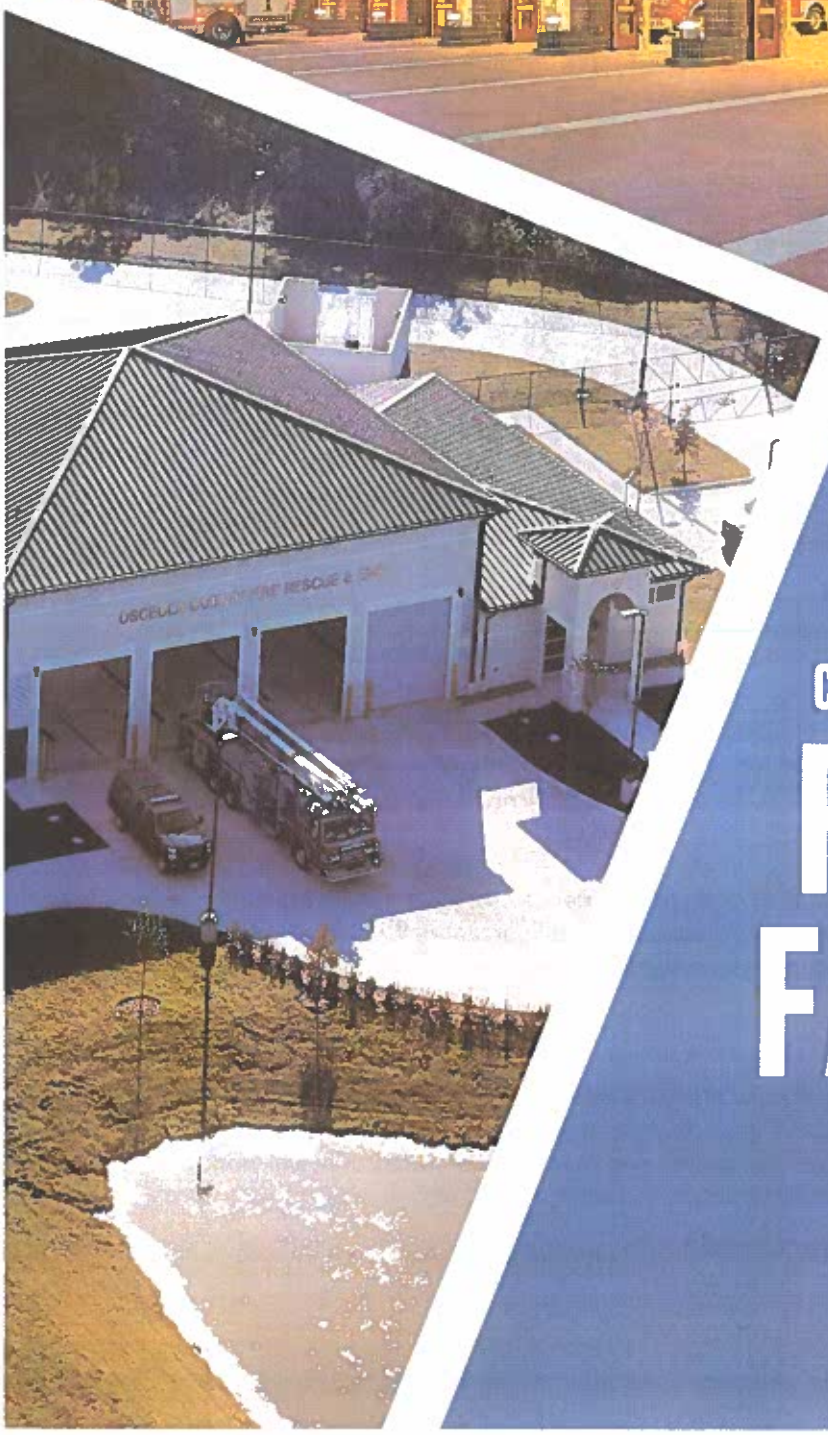
Move to Approve Professional Services Agreement between Highlands County and Wharton-Smith, Inc Construction Group to perform construction management at risk services for the new Lake Placid Fire/EMS Station 36 Project No. 18051 in the amount of $6,000.00.

FISCAL IMPACT

The fiscal impact will be $6,000.00 to Project 18051, however, the funding for this project has already been approved and budgeted.

Attachments: Wharton Smith.pdf
Wharton Smith Agreement fv 12.15.21.pdf





COUNTY OF HIGHLANDS
1921
STATE OF FLORIDA

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CONSTRUCTION MANAGER AT RISK FOR

FIRE RESCUE FACILITY(IES)

RFP NO: 21-014

LETTER OF INTRODUCTION

Lori DeLoach, Purchasing Analyst
Highlands County Procurement Division
600 S. Commerce Ave.
Sebring, FL 33870

May 18, 2021

Re: RFP No: 21-014 Construction Manager at Risk Fire Rescue Facility(ies)

Dear Selection Committee Members:

Wharton-Smith recognizes that a firehouse is not simply a public facility, it serves as a home to our Highlands County Firefighters. We sincerely appreciate the opportunity to present our unmatched qualifications to serve as your construction manager for the Construction Management at Risk for your Fire Rescue Facility or Facilities. Our team understands the importance and complexity of the scope and can confidently state that the planned work is extremely well suited for our team's specific firehouse expertise and experience. Upon review of our proposal, you will find the qualifications and experienced resources that sets the Wharton-Smith team apart from all others and why selecting us will bring value and many unique advantages to managing your project.

WHY WHARTON-SMITH?

FIREHOUSE EXPERIENCE—Wharton-Smith has successfully delivered 30 firehouses and public safety complexes across the state of Florida. Our firehouse projects have ranged from satellite two-bay structures to multi-million dollar, LEED certified, state-of-the-art, multi-bay, main fire rescue facilities such as the City of Orlando's 60,000 s.f. Fire Station 1, known as "The Big House." **As an added resource and advisor, our team has retired Assistant Fire Chief Charles Stravino available, who brings 30 years of understanding day-to-day station operations** that we believe will be particularly useful during the programming of your firehouse. We have experience with your chosen architects, Sweet Sparkman, which assures you smooth communications and easy relationships. Our experience working with multiple architects and fire rescue departments has shown us many ways of meeting the design and construction challenges that we may encounter at firehouses. Much of our proposed staff's experience was gained while performing on-site supervisory roles on various firehouse projects. *There is truly no better, more knowledgeable team fit to make this firehouse project a complete success.*



CITY OF ORLANDO FIRE STATION #1 HEADQUARTERS

MUNICIPAL PROJECT EXPERTISE—Wharton-Smith has 37 years of experience providing quality building construction services for public and municipal clients. Approximately 90 percent of Wharton-Smith's work is for municipalities, including many landmark projects. *As builders of essential community facilities, we understand the importance of being good stewards of public funds while working closely with our clients and design team members to fulfill a community vision.*

CONSTRUCTION MANAGEMENT AT RISK EXPERIENCE—Project delivery via Construction Management at Risk (CMAR) is a strength of our team. We understand the importance of working as one team to guide the County and all the many end users associated with the design and construction process. We will work

LETTER OF INTRODUCTION

diligently to uncover the best solutions while delivering accountability, expertise, flexibility, and cost savings. *As our team members have successfully executed this process before on firehouses of similar scope and they know the personal responsibility and leadership necessary to achieve the overall goals of the County.*

We appreciate the opportunity to present our credentials and look forward to further discuss our qualifications and the value our team brings to the Construction Manager at Risk for Fire Rescue Facility(ies) for Highlands County.

Sincerely,

WHARTON-SMITH, INC.

Darin Crafton
Executive Vice President-Commercial

Gerry Kelly
Director of Operations-Southeast Florida-Commercial



OSCEOLA COUNTY BVL FIRE STATION & 65TH INFANTRY PARK

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TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

TAB 1: EXECUTIVE SUMMARY

TAB 1: EXECUTIVE SUMMARY

a) Company name, owner, address, telephone number, fax number & email address.

Wharton-Smith, Inc.
Gerry Kelly, Director of Operations-Southeast Florida Commercial
125 W. Indiantown Road, Suite 201, Jupiter, FL 33458
Cell: 561-722-9087
Fax: 561-748-5958
gkelly@whartonsmith.com

b) State the number of years in business.

37

c) State the number of full time employees.

650 - Company-wide

d) Volume of work during each of the last five (5) calendar years.

2019-2020: $459,916,385
2018-2019: $401,231,111
2017-2018: $341,787,425
2016-2017: $290,384,005
2015-2016: $208,613,016



George E. Smith (left) - Chairman of the Board; Ronald F. Davoli (right) - President / CEO

Wharton-Smith has delivered more than 30 firehouses across the southeastern United States over the last 22 years. These have ranged from satellite one-bay structures to multi-million dollar, state-of-the-art main fire rescue facilities with LEED certification, such as the multi-bay City of Orlando's Fire Station 1 Headquarters. Having worked extensively on firehouses, we know how to support the construction efforts from a financial, preconstruction, and quality control standpoint, as well as understand key elements of unique of firehouses, such as sleeping quarters that are cool, dark, and quiet and amenities like storage, pantry storage, and refrigerators to accommodate multiple shifts.

30+
FIREHOUSES

22 YEARS
BUILDING FIREHOUSES

$125
MILLION IN FIREHOUSES CONSTRUCTED

TAB 2: APPROACH TO THE PROJECT

TAB 2: APPROACH TO PROJECT

a) Define in detail the components of job-specific preconstruction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations, and master project schedule.

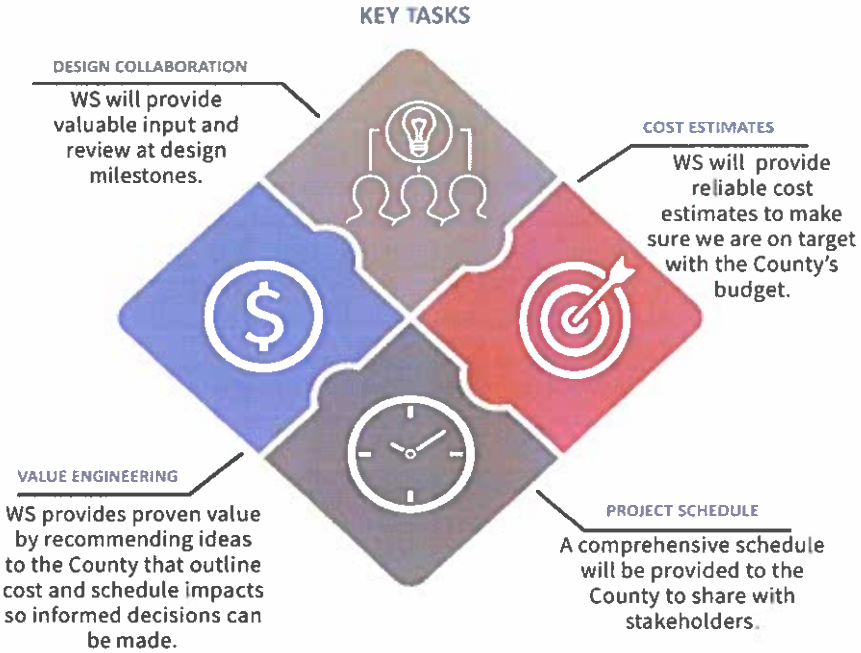
PRECONSTRUCTION SERVICES

Our partnership in the design starts with the very first kickoff meetings with the designer and Highlands County. We want to listen to your needs for project scope, schedule, and budget and understand your expectations. Early meetings are also the right time to introduce us to all the hot button issues. Once your priorities are known we can focus on our core responsibilities: design development (constructability and risk mitigation), cost estimates, and the master project schedules.

VALUE ENGINEERING IS NOT THE SAME AS VALUE MANAGEMENT



The separate functions of (1) value engineering, (2) value analysis, and (3) cost benefit analysis measure value relative to cost. These methods are excellent procedures that can help determine value, but each, when employed on its own, has limitations. Our team's combination of the three procedures, called value management, presents owners with a powerful tool that utilizes the strengths of the whole, ultimately achieving lower costs, enhanced performance and quality, and improved end user satisfaction.



BUDGET ESTIMATING

Unlike many other construction managers, we also participate in the hard dollar bid market and have been very successful in winning many projects as the lowest responsive and qualified bidder. This gives us the advantage of knowing the true market value and understanding what items must be included in a project, even if not specifically shown on the documents. This enables our estimates to avoid gaps, overlaps, and omissions. Our Sr. Preconstruction Manager, Paul Fulks, P.E., will begin by fully understanding the project's requirements, analyzing the overall project budget, and aligning it with our construction estimates. Paul has been involved in many municipal projects and is well respected by Owners for his collaborative, value-added approach to the preconstruction process. The entire project team, including the construction management team and design team, will be engaged in the preconstruction effort. Constructability reviews will be conducted by our Project Manager Michael O'Neill and Superintendent Brad Buffington. These same key staff members will also provide phasing options, scheduling, and scope bid development as part of the initial review process. Every project is unique and requires a specific approach in order to maximize the project for the budgeted dollars that are available. It will be our job to work with the design team, not only during the design phase but also during the bidding and construction phase to maximize the best value for Highlands County.

TAB 2: APPROACH TO PROJECT

MASTER PROJECT SCHEDULE

The project schedule is a living document that serves as a road map for the project team to follow to success. Identification of the critical path and other important time limitations are impossible without an updated and accurate schedule. Our team uses Primavera© P6 for computer-generated project Critical Path Method scheduling. Scheduling for this project will be performed by the following team members:

- Sr. Scheduling Manager Michael Christian
- Project Manager Michael O'Neill, E.I.T.
- Superintendent Brad Buffington

b) A detailed approach to the CM's competitive bidding for subcontractors, other costs of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.

COMPETITIVE BIDDING

The Guaranteed Maximum Price (GMP) has to be managed with a pure open-book policy. The bids that will eventually be received will serve as the building blocks of the GMP. Therefore, we prefer that the County be involved every step of the way in the bid process. Our preconstruction resources, including more than a dozen preconstruction managers and estimators, will allow us to perform the bidding services in a timely manner.



Our CMAR process is proven but would be useless without our ability to bring quality bidders to the project. We have continued to cultivate relationships with subcontractors and suppliers throughout Florida. Those relationships will benefit the County on your projects to receive better pricing and delivery schedules.

c) Owner direct purchase and sales tax savings approach to the project.

OWNER DIRECT PURCHASE

The Wharton-Smith team has been processing Owner Direct Purchase (ODP) orders for over 20 years. We have been involved for many years in administering these programs. Our experience with these programs has helped us to develop processes and procedures specifically designed to track sales tax savings throughout the duration of the project and enable us to maximize the savings to the Owner, while minimizing the learning curve and time spent in dealing with ODP programs. Once selected as your Construction Manager, we would request a meeting with Highlands County to review and agree to these procedures so that you can benefit from these tax savings.

TAB 2: APPROACH TO PROJECT

d) Approach to the management and construction of the project.

COMMUNICATION PLAN

Even in this era of technology, it is still our experience that in-person interaction is the most effective communication during all phases of the project. Your project will require a constant communication stream to swiftly identify and resolve outstanding issues and opportunities and to ensure that cost control and schedule are being maintained. In addition to the contractually required meetings, the Wharton-Smith team holds other coordination based meetings on a regular basis, and all key team members are encouraged to attend. Some of these meetings include:

Weekly schedule review are proposed weekly schedule/ progress meetings to review past, current and project construction schedule process.

Subcontractor coordination meetings focus on the review of current and six-week look ahead schedules, deliveries, physical space limitations, available work areas, impacts on other subs, design intent, owner preference, etc. The County's input is valuable here.

Quality control pre-task meetings ensure conformity with the contract documents during the execution of the work, review the required level of quality, and to discuss the methods that will be utilized to achieve the aforementioned compliance and quality.

Pre-mobilization subcontractor safety meeting present jobsite specific safety rules to the subcontractors. This is an excellent opportunity for the County to outline any safety rules that may be different or in additional to those required by the Wharton-Smith team and/or OSHA.

Productivity planning system are held weekly to review the upcoming schedules, outlay production goals, identify material procurement and determine prerequisite tasks.

Weekly safety meetings are held for everyone on site. Upcoming work is discussed a well as any specific safety concerns by any party.

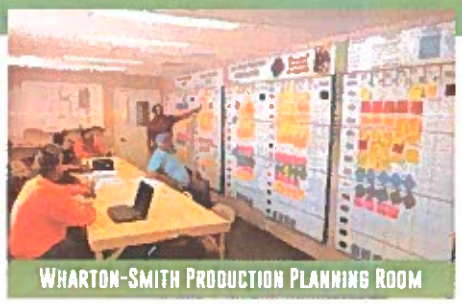
Our team also holds regular internal meetings with management to discuss project status. The project manager meets with the executive management team to discuss any project issues, financial obligations, safety, quality, client needs, and any outstanding issues. The executive management team will provide guidance, input, and mentorship to make the project successful.

We will keep Highlands County informed with real time information and involved during every step of the project in all aspects.

e) CM's approach to quality workmanship and contract compliance control measures.

PLANNING FOR QUALITY

QUALITY MANAGEMENT



WHARTON-SMITH PRODUCTION PLANNING ROOM

Quality control during preconstruction begins with a thorough constructability review of the documents by our project team. Our team, which includes the preconstruction team, project managers, and superintendents, will conduct a "page flip" to review the plans and specifications sheet by sheet looking at all the details, sections, and cross references to ensure that the information provided is clear and concise. We also review the civil, mechanical, electrical, and plumbing plans to ensure that the work of these disciplines has been coordinated with the architectural plans. If we find any discrepancies between the documents, we will bring them to the attention of the design team so these issues can be clarified in the next stage of the design documents. The purpose of the constructability review is to take care of any issues prior to the bidding process and the start of construction where they may then affect both schedule and cost.

TAB 2: APPROACH TO PROJECT

The Wharton-Smith project team structure ensures that a quality product is delivered and installed right the first time. Each project team member has a role and focuses on quality control at different phases of the construction delivery process. Each step is choreographed to work together to support a final installation that exceeds the quality requirements of the project. We recognize that quality work is the key to developing and maintaining long-term relationships, so our team is committed to exceeding your quality expectations on this project.

Our familiarity with local municipal policies, as well as with all regulatory compliance, and the various inspection agencies, affords us the ability to construct quickly and cost effectively—all while maintaining the highest safety and quality standards. Our familiarity with policies, procedures, and operational compliance assures you of a highly qualified construction manager with a zero-learning curve.

MBE/WBE/LABOR SURPLUS AREA FIRMS

f) Define approach used to encourage the utilization of Small and Minority business enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

Wharton-Smith is not a state of Florida-certified minority business enterprise. However, we have been very successful in exceeding the M/WBE and Labor Surplus goal percentages set forth by the Owners with whom we work. This success has been achieved due to a variety of factors. The first thing we do is publish pre-bid advertisements in local publications. In addition, we have made a personal commitment to contact, both in writing and by phone, all the M/WBE and Labor Surplus subcontractors and suppliers that we have in our prequalified database. This has enabled us good coverage with M/WBE and Labor Surplus subcontractors and suppliers on previous projects. In most cases, the percentage has been achieved by using a combination of a few larger subcontractors, many smaller subcontractors and suppliers, (both through Wharton-Smith and through our subcontractors and consultants). We have not approached the M/WBE and Labor Surplus process by focusing only on larger subcontractors, but rather focusing on opportunities in all of the trades. We contract directly with M/WBE and Labor Surplus subcontractors and vendors, and we make sure that other subcontractors onsite would provide opportunities for second-tier M/WBE and Labor Surplus subcontractors and vendors. This enables us to exceed the goal by involving many different firms.

We employ a large number of minorities and women. Currently, 47% of our staff is minority or women.

3e) Provide Women or Minority Business Enterprise (W/MBE) certifications, if applicable.

N/A



CITY OF KISSIMMEE FIRE STATION #11

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

FIREHOUSE PROJECT

CMAR DELIVERY

A.3. OWNER:

Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948
Travis Perdue, Project Manager
941-769-0915

A.4. COMPLETION DATE:

April 2022

A.5. PROJECT SIZE:

12,727 s.f / 9,621 s.f.

A.6. COST OF PROJECT:

$9,800,000

A.7. CHANGE ORDER SUMMARY:

NA

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Caryn Huff - Sr. Project Manager
Doug Whisler - Superintendent
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided preconstruction services and will provide construction management services for two Charlotte County Fire Stations. Fire Station #2: This is a new 12,727 s.f. fire station that consists of 12 bunk rooms and three apparatus bays equipped with office space, kitchen, living, fitness, and decontamination areas. This project contains fuel pumps and associated parking for Fire/EMS vehicles. This station will service Murdock Village and Westport in central Charlotte County.

Fire Station #5: This is a new 9,621 s.f. fire station that consists of eight bunk rooms and two apparatus bays equipped with kitchen, living, fitness, and decontamination areas. This station will service the residents of south Charlotte County.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

FIREHOUSE PROJECT

CMAR DELIVERY

A.3. OWNER:

City of Mount Dora
1 Courthouse Square, Ste. 3100A, Kissimmee, FL 34741
Chet Cramer, Construction Project Manager
352-901-7805

A.4. COMPLETION DATE:

October 2022

A.5. PROJECT SIZE:

9,116 s.f.

A.6. COST OF PROJECT:

$4,500,000

A.7. CHANGE ORDER SUMMARY:

NA

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Logan Sleight - Project Manager
Brad Buffington - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith is providing preconstruction services and and construction management services for this station that is composed of a station house containing crew quarters for six member staff per shift and three drive through apparatus bays.

The new facility is designed to be an approximately 9,116 s.f. signature facility for the City of Mount Dora, meeting stringent survivability, functional criteria and to create civic architecture that fosters pride in the community. The floor plan promotes not only functionality and rapid response times, but also fire fighter health and safety. This facility represents the City's long-term investment in the Mount Dora community is intended to function for many years.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

FIREHOUSE PROJECT

CMAR DELIVERY

A.3. OWNER:

Osceola County Board of County Commissioners
1 Courthouse Square, Suite 3100A Kissimmee, FL 34741
Curt Diehl
407-742-0517

A.4. COMPLETION DATE:

March 2018

A.5. PROJECT SIZE:

12,456 s.f.

A.6. COST OF PROJECT:

$5,339,792

A.7. CHANGE ORDER SUMMARY:

3 change orders that added more scope to the project.

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Vince Babb - Project Manager
Brad Buffington - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager

SIMILAR CMAR PROJECT 3



BVL FIRE STATION AND 65TH INFANTRY PARK
Kissimmee, FL

A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided construction management at risk services for the new BVL Fire Station and 65th Infantry Park (formerly fire station 62) Fire Station. The facility includes a four-bay fire station, living quarters, operations, and community room.

The work included associated landscaping, hardscape, underground utilities, and site work. The building has a shallow foundation, slab on grade, tilt-up concrete exterior walls, light gauge metal trusses with steel decking, and standing seam metal roof. The site work at the 65th infantry park included parking, concrete paving at the memorial courtyard, flagpoles, two new pavilions, and a restroom building.





TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

FIREHOUSE PROJECT

CMAR DELIVERY

A.3. OWNER:

Osceola County
1 Courthouse Square, Suite 3100A Kissimmee, FL 34741
Curt Diehl
407-742-0517

A.4. COMPLETION DATE:

October 2016

A.5. PROJECT SIZE:

12,456 s.f.

A.6. COST OF PROJECT:

$4,493,367

A.7. CHANGE ORDER SUMMARY:

8 change orders that added more scope to the project.

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Kevin Dean - Project Manager
Brad Buffington - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided construction management at risk services on the new Overstreet Fire Station #64 for Osceola County. Delivered as CMAR, the project included a four-bay fire rescue station with kitchen, break area, living quarters, training space, and support areas for the chief, lieutenant, and crew to support a 24-hour operational facility. Built on a 3.56-acre undeveloped site, the project has included site preparation, stormwater retention ponds, underground utility infrastructure, and new roadways.





TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FIREHOUSE PROJECT



CMAR DELIVERY

A.3. Owner:

City of Tavares
201 East Main Street
Tavares, FL 32778
Richard Keith
352-516-1180

A.4. Completion Date:

December 2019

A.5. Project Size:

38,527 s.f.

A.6. Cost of Project:

$13,686,606

A.7. Change Order Summary:

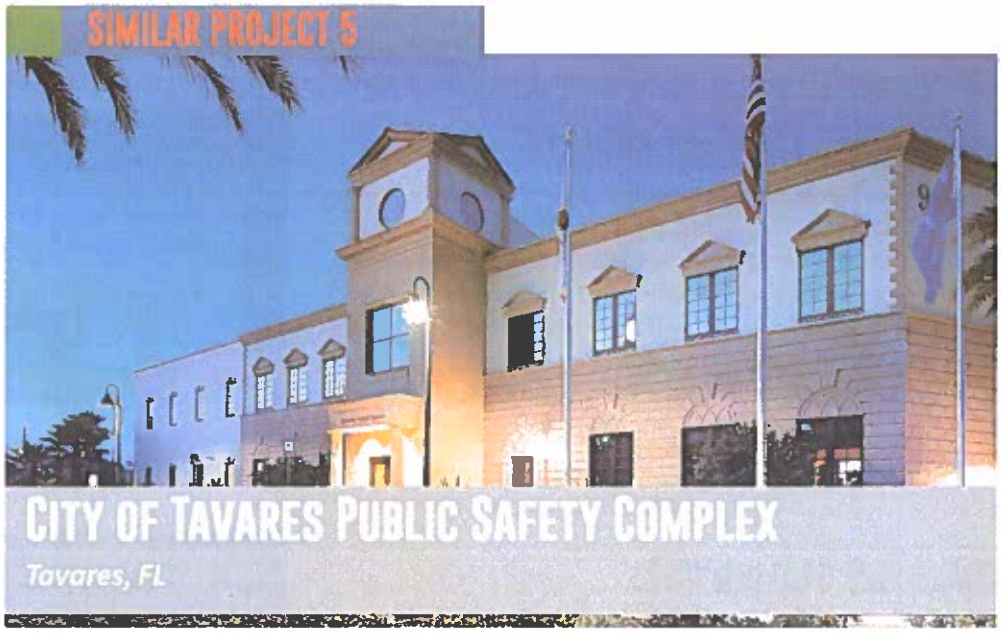
25 change orders that the Owner added more scope to the project.

A.8. Work for which Staff was Responsible:

General Contracting

A.9. Project Team:

Rick Romoser - Project Manager
Matt Kugelmann - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. Nature of Contractor's Responsibility on the Project:

Wharton-Smith provided general contracting services on the new 38,527 s.f. Public Safety Complex for the City of Tavares. This project included three separate components: a fire station, police station, and emergency operation center.

The Fire Station features four drive-through apparatus bays, a dayroom with a kitchen and dining area, and second-floor bunk and shower rooms. The police station included a sally port, fitness center, and locker rooms shared with the fire department, administration offices, patrol room, detective unit, interrogation rooms, criminal investigation lab, indoor shooting range, and evidence, and record storage. The emergency operations center included a community meeting room and a command center with overnight accommodations.





TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

In addition to the five projects shown on the previous pages, the following represents additional firehouse experience that we have completed over the years.

CITY OF ST. CLOUD FIRE STATION #31:

$3.3 million; Wharton-Smith completed preconstruction and construction management services on a new fire station for the City of St. Cloud. Fire Station #31 is a 14,560 s.f., three-bay station and accommodating sleeping and living quarters for seven firefighters, plus training and administrative space. The station consists of concrete block and brick walls, roof trusses and standing seam roof structure, and includes a sprinkler system and fire alarm system.



KISSIMMEE FIRE STATION #11:

$4.3 million; Wharton-Smith provided preconstruction and construction management services on the Fire Station #11 project for the City of Kissimmee. The station is a 16,291 s.f., four-bay station and includes a new four-lane drive through apparatus bay, space for administration, training, storage and distribution, and living quarters, as well as related site construction including roadway and parking spaces.



ORANGE COUNTY FIRE STATION #35:

$3.3 million; Wharton-Smith provided preconstruction and construction management services for the new Orange County, Fire Station #35 project. The project included offices, living quarters, three apparatus bays, a fuel island, and related site constuction, including roadway and parking spaces. The 11,000 s.f. fire station was designed and constructed for LEED Certification.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

LONGBOAT KEY FIRE STATION #91 & #92:

$4.3 million, 19,570 s.f., Wharton-Smith provided preconstruction services on the Longboat Key Fire Station #91 & #92 project. The scope of work includes interior renovations for station #91, including kitchen, fitness space, restrooms, storage, decontamination room, and standby power. The scope of work for fire station #92 includes the new construction of station #92; a one-story, three-bay building.



CITY OF ORLANDO FIRE STATION #1 HEADQUARTERS:

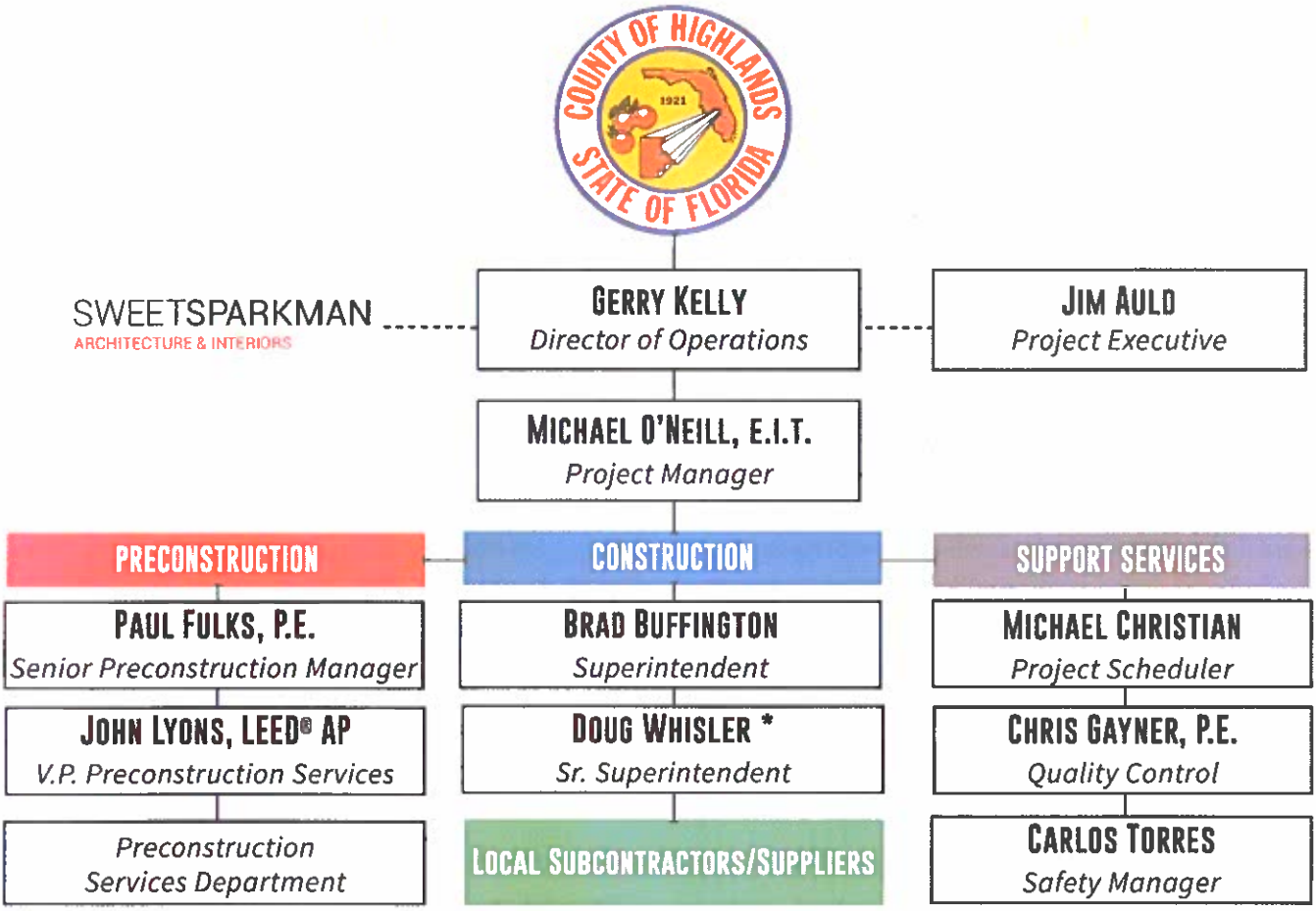
$17.9 million, 60,000 s.f., Wharton-Smith, Inc. provided Design-Build services for the new construction of the City of Orlando's Fire Station Headquarters, located in the heart of downtown Orlando. The 60,000 s.f., 11-bay station houses 70 firefighters and includes administration space, as well as the special operations units, consisting of Arson and Bomb, Dive Team and Haz Mat. Fire Station #1 was designed and built to be energy efficient, utilizing various sustainable design and construction elements, and achieved LEED Gold Certification with the U.S. Green Building Council.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

b) Provide an organizational chart of the team highlighting the key individuals who will work on this project.

Below is our organizational chart highlighting the key team members that will be working on this project.



* Sr. Superintendent Doug Whisler is available in the event that the County decides to build two fire stations concurrently.

Please note that support personnel are available for their experience, guidance, Wharton-Smith internal management, and reporting. Support personnel will not be charged to the project.

b) Provide brief resumes of key personnel to be assigned to the project

On the following pages, please find brief resumes of key personnel to be assigned to the project.

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. EDUCATION
BS, Building Construction, Auburn University

CERTIFICATIONS
Certified General Contractor, License No. CGC050879

OSHA 10-HOUR

YEARS
2—WS
36—TOTAL

GERRY KELLY, DIRECTOR OF OPERATIONS

As Director of Operations, Gerry will work alongside the project team during all aspects of the project to provide guidance and planning advice. Utilizing his 30-year history of serving public agencies in Southeast Florida, he will assist with preconstruction services to ensure an organized and systematic approach for a smooth transition into the construction phase. Gerry will continue to work alongside the project team through construction in an effort to ensure our team meets all of the project's established goals for cost, quality, safety, schedule, and satisfaction for all stakeholders. Office Location: Jupiter, FL. **Gerry will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Lincoln Park K8 Academy, St Lucie County School District, LEED Silver (Fort Pierce, FL) *	Vice President	$20.3 M	100,000 s.f
Harbor Branch Oceanographic Institute Campus Renovations, FAU, (Ft. Pierce, FL) *	Vice President	$5.7 M	39,000 s.f.
Palm Beach County, Health Administration Building (West Palm Beach, FL) *	Vice President	$19.3 M	92,000 s.f.
Palm Beach County Tax Collector Central Service Center (Lake Worth, FL)*	Vice President	$10.4 M	39,000 s.f.
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Director of Operations	$15.3 M	37,000 s.f. New /180,000 s.f. Reno

** Denotes individual project experience*



D. EDUCATION
BS, Construction Management, University of North Florida

CERTIFICATIONS
State of Florida Licensed Building Contractor-CBC047611

OSHA 10-Hour

YEARS
1—WS
30—TOTAL

JAMES AULD, PROJECT EXECUTIVE

As Project Executive, Jim will ensure that teamwork, effective communication, and timely responsiveness among the entire team is achieved at the highest level. Jim will provide senior level oversight of construction phase activities throughout the project's duration. As a state certified building contractor, Jim also brings firehouse renovation experience from the City of Kissimmee. Over a period of two years, Jim was project executive over several minor projects for the Kissimmee Fire Department. Office Location: Jupiter, FL. **Jim will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) Δ	Project Executive	$7.5 M	25,000 s.f. New & 4,000 s.f. Reno
Administration Building, Hernando County Department of Health (Springhill, FL) *	Project Executive	$11.5 M	41,000 s.f.
Central PBC Service Center (Lake Worth, FL) *	Project Executive	$10.4 M	8,600 s.f.
Palm Beach County, Health Administration Building (West Palm Beach, FL) *	Project Executive	$19.3 M	92,000 s.f.
Key West International Airport (Key West, FL) *	Project Executive	$36 M	60,000 s.f.

Δ Denotes Current Project

** Denotes individual project experience*

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MICHAEL O'NEILL, E.I.T., PROJECT MANAGER

D. EDUCATION
BS, Construction Engineering, University of Central Florida

LICENSES/CERTS.
Engineer in Training

YEARS
7—WS
7—TOTAL

Michael will serve as a Project Manager on the Fire Rescue Facilities projects. He will provide leadership to the project team and the successful completion of all required preconstruction and construction phases of the project. During construction, he will manage all construction activities as it relates to the finishes portions of work, including quality control, cost control, change orders, and close-out. Michael brings a history of working with this proposed team and will bring that experience with him to this project. Office Location: Jupiter, FL. **Michael will be assigned 100% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) Δ	Project Manager	$7.5 M	25,000 s.f. New / 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Project Manager	$15.3 M	37,000 s.f. New /180,000 s.f. Reno
Valencia College, Center for Accelerated Training (CAT) Facility (Kissimmee, FL)	Project Manager	$4.7 M	14,700 s.f.
Volusia County, Smyrna Dunes Park Boardwalk (New Smyrna Beach, FL)	Project Manager	5 M	N/A

Δ Denotes Current Project



PAUL FULKS, P.E., C.G.C., SR. PRECONSTRUCTION MANAGER

D. EDUCATION
BS, Civil Engineering, University of Tennessee

LICENSES/CERTS.
PE FL NO. 76096
FL NO. CGC1520059

YEARS
6—WS
30—TOTAL

As Sr. Preconstruction Manager, Paul will serve as the project communication point man and will coordinate preconstruction activities between our key personnel, the design team, and County representatives. He will be an active participant in the preconstruction efforts assisting with constructability reviews, subcontractor bid package preparation, scheduling, and cost analysis. He will ensure that teamwork, effective communication, and timely responsiveness among the entire team is achieved at the highest level. Paul was the Director and President of the Volunteer Fire Department in Heiskell, Tennessee from 1998 to 2004, giving him in-depth perspective on fire station facilities. Office Location: Jupiter, FL. **Paul will be assigned 30% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Volusia County Medical Examiners Office (Daytona Beach, FL)	Project Executive	$4.4 M	12,456 s.f.
Public Defender New 2-story Office Building (Knoxville, TN)*	Project Manager	$2.8 M	23,405 s.f.
Volusia County Court-Central Services Warehouse (Daytona Beach, FL)	Project Executive	$2.7 M	15,000 s.f.
Advanced Manufacturing Facility, Valencia College (Orlando, FL)*	Project Manager	$1 M	171,732 s.f.

** Denotes individual project experience*

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. EDUCATION
BS, Civil Engineering, University of Central Florida

CERTIFICATIONS
LEED® ACCREDITED PROFESSIONAL

YEARS
34—WS
44—TOTAL

JOHN LYONS, LEED® AP, VP OF PRECONSTRUCTION SERVICES

As Vice President of Preconstruction Services, John Lyons brings over 34 years of experience overseeing Wharton-Smith's Commercial Division Preconstruction Services Department. John has been involved with all 30 fire stations Wharton-Smith has constructed or renovated. His experience brings tremendous value to the projects. His responsibilities include the thorough review of contract documents, estimating the preliminary pricing of projects, and preparing Guaranteed Maximum Price (GMP) packages. He is familiar with all details such as the spatial requirements of the apparatus bay folding doors, back-up generators, fuel stations, and many other elements to be considered in the Highlands County prototype design. **John will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	VP of Precon Services	$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	VP of Precon Services	$5.3 M	12,456 s.f.
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL)	VP of Precon Services	$4.5 M	9,116 s.f.
City of Maitland Fire Station #45 (Maitland, FL)	VP of Precon Services	$12 M	15,500 s.f.
Sanford Public Safety Complex (Sanford, FL)	VP of Precon Services	$16.5 M	74,648 s.f.



D. EDUCATION
AA, Highlands State College

CERTIFICATIONS
OSHA 10-HOUR
Hazcom
Confined Space
MOT / Rigging
Scaffolding
Fall Protection

YEARS
15—WS
18—TOTAL

BRAD BUFFINGTON, SUPERINTENDENT

As Superintendent, Brad will be responsible for the supervision and coordination of the day-to-day activities of the subcontractors and other duties will include safety inspections, daily reports, three-week look-ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, equipment, start-up testing, and final close-out. He will also be responsible for keeping projects on schedule and within budget. **Brad will be assigned 100% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	Superintendent	$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Superintendent	$5.3 M	12,456 s.f.
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL)	Superintendent	$4.5 M	9,116 s.f.
City of Maitland Fire Station #45 (Maitland, FL)	Superintendent	$2.3 M	15,500 s.f.
Sanford Public Safety Complex (Sanford, FL)	Superintendent	$16.5 M	74,648 s.f.

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. CERTIFICATIONS
OSHA 30-HOUR
First Aid & CPR
Confined Space
Fall Protection
Scaffolding
Qualified Rigger
HAZCOM
MOT

YEARS
5—WS
39—TOTAL

DOUG WHISLER, SR. SUPERINTENDENT

As Sr. Superintendent, Doug will be responsible for all field activities, including overall leadership for on-site field administration, technical management of all construction operations, and supervision of assistants, foremen, subcontractors, and other construction related personnel. He will ensure that all work is in compliance with the contract documents and will serve as the primary contact with local building officials. **Doug is available as a resource for his extensive public safety and fire rescue experience. In the event that the County decides to build two firehouses concurrently and a second Superintendent is needed, Doug will be assigned 100% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Charlotte County, Fire Station #2 & #5 (Port Charlotte and Punta Gorda, FL) Δ	Sr. Superintendent	$11 M	FS #2: 12,727 s.f. FS #5: 8,317 s.f.
Charlotte County, Fire Station #8, (Port Charlotte, FL)*	Superintendent	$2.2 M	6,096 s.f.
Charlotte County, EOC - Fire EMS Headquarters (Port Charlotte, FL) *	Superintendent	$16 M	50,000 s.f.
Pasco County Schools, Fivay High School Fire Science Academy, Hudson, FL	Superintendent	$714 K	1,470 s.f.

Δ *Denotes Current Project*
* *Denotes individual project experience*



D. CERTIFICATIONS
OSHA 10-Hour
Trenching and Excavation
Confined Space Entry

YEARS
4—WS
30—TOTAL

CARLOS TORRES, SAFETY MANAGER

Carlos is responsible for safety training and inspections at all of Wharton-Smith's jobsites in the South Florida Region. He visits jobsites at least twice a month and conducts safety hazard recognition, fire protection audits, ensures regulatory compliance, health hazard controls, ergonomic improvements, hazardous material management, and monitors environmental protection practices. Carlos establishes Emergency Response for the jobsites by organizing, training, and coordinating skilled employees. He also manages security aspects by identifying and implementing design features and procedures to protect facilities and businesses from threats that introduce hazards. **Carlos will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) Δ	Safety Manager	$7.5 M	25,000 s.f. New 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Safety Manager	$15.3 M	37,000 s.f. New 180,000 s.f. Reno
Continuing Services Projects, Florida Atlantic University	Safety Manager	Varies	Varies
STOF Hollywood WWTP, Seminole Tribe of Florida	Safety Manager	$55 M	NA

Δ *Denotes Current Project*

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MICHAEL CHRISTIAN, SR. SCHEDULING MANAGER

D. EDUCATION
BS, Architectural Technology, New York Institute of Tech.

LICENSES/CERTS.
Planning & Scheduling Certifications

YEARS
5—WS
34—TOTAL

As Senior Scheduling Manager, Michael will combine his technical expertise in Primavera P6 software with his in-depth knowledge of construction processes to develop, plan, setup, and maintain all aspects of the schedule throughout preconstruction and construction. He will interface directly with the project managers and superintendents to prepare and formulate the baseline schedule through all weekly updates. He will also assist with any scheduling issues including analysis of progress and fast tracking of projects. **Michael will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Sr. Scheduling Manager	$5.3 M	12,456 s.f.
Central Operations Facility, Village of Wellington (Wellington, FL)	Sr. Scheduling Manager	$7.5 M	25,000 s.f. New / 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Sr. Scheduling Manager	$15.3 M	37,000 s.f. New / 180,000 s.f. Reno
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL) Δ	Sr. Scheduling Manager	$4.5 M	9,116 s.f.

Δ Denotes Current Project



CHRIS GAYNER, P.E., QA/QC MANAGER

D. EDUCATION
BS, Electrical Engineering - Ohio University

LICENSES/CERTS.
Professional Engineer - State of Florida

YEARS
22—WS
30—TOTAL

Chris is responsible for the overall management of the Quality Assurance process of your project. Specific responsibilities include providing technical support for the project, overseeing quality control for all construction activities, constructability reviews and participate in production planning meetings. He will coordinate pre-job task meetings with the project superintendents and subcontractors in order to ensure that the project is built to the highest level of quality. **Chris will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) Δ	Quality Manager	$7.5 M	25,000 s.f. New 4,000 s.f. Reno
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL) Δ	Quality Manager	$4.5 M	9,116 s.f.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	Quality Manager	$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Quality Manager	$5.3 M	12,456 s.f.

Δ Denotes Current Project

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

c) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)

Wharton-Smith, Inc. has the required resources and the committed staff to successfully complete the Fire Rescue Facility(ies) project for Highlands County and exceed your expectations!

The breakdown of our workforce is shown below.

WHARTON-SMITH STAFFING & RESOURCES

DISCIPLINE	FIRMWIDE
Superintendents	108
Foreman	52
Safety	16
Project Managers	80
Project Engineers	55
Trade/Craft	140
Preconstruction/Estimating	21
Executive/Management	46
CADD	5
Accounting	21
Administration	74
Interns	32
TOTAL	650

WHARTON-SMITH HAS MANY RESOURCES READY TO SERVE!

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

f) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.

WHARTON-SMITH HAS NO CURRENT OPEN LITIGATION.

LITIGATION AND CLAIMS HISTORY – TEN YEARS

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. Our litigation record for the past ten years is as follows:

OWNERS:

Largo Waste Water Reclamation Facility Aeration and Clarification Upgrades Project (Case No. 06-4264 CI 20 in the Sixth Judicial Circuit in and for Pinellas County, Florida Civil Division): In 2006, The City of Largo, Florida filed suit against Parsons Engineering Science, Inc. (the Design Engineer of Record) and Wharton-Smith, Inc. (the Contractor). The City claims damage to an existing clarifier due to hydrostatic pressures exerted on the structure when it was drained in order for Wharton-Smith to upgrade the clarifier. The clarifier was drained by the City, as the draining of the structure was not in Wharton-Smith's scope of work. Wharton-Smith claims that because it was not in the contractor's scope to drain the tank, the contractor was not responsible for any problems that may have resulted from the City draining the tank. The City of Largo had previously granted final completion and made final payment to Wharton-Smith without any claim against our firm. The City filed the lawsuit in June 2006, more than two years after Wharton-Smith had received final payment. *This case, between the City and Wharton-Smith, was settled during mediation in January 2013.*

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith, and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. *The suit was settled at mediation in January 2020.*

SUBCONTRACTORS/SUBCONSULTANTS:

Southern Atlantic Companies, LLC vs. Wharton-Smith, Inc. (Case No. 10CA-7820-11-G, The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida): In December 2010, Southern Atlantic Companies filed suit against Wharton-Smith, Inc. over (1) alleged misrepresentations during a bidding process and for (2) alleged interference with their business relationships subsequent to the bidding. *This case was dismissed in April 2015.*

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Wharton-Smith, Inc. vs. Smith-Davis Construction, LLC (Case No. 11-CA946-15-L Consolidated with 2011-CA-4256-15-L, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In March 2011, Wharton-Smith filed suit against its subcontractor for breach of contract in regards to their failure to complete their subcontract work on the Orange County Utilities Southern Regional Water Supply Facility project. In October of 2011 Smith-Davis counter sued Wharton-Smith. *This case was settled during mediation in September of 2012.*

Wharton-Smith, Inc. vs. International Fidelity Insurance Company and Southern Atlantic Companies, LLC (Intervenor) (Case No. 2011-CA-9630-O, The Circuit Court of the Ninth Judicial Circuit, Orange County, Florida): In August 2011, Wharton-Smith filed suit against IFIC for their failure to pay the costs associated with SAC's failed bid protest. SAC had posted a protest bond for which IFIC was the surety. *This case was dismissed in November 2012.*

Wharton-Smith, Inc. vs. Schweizer Waldroff Architects, Inc. (Case No. 2011-CA-016703-0, The Circuit Court of the Ninth Judicial Circuit for Orange County, Florida): In December 2011, Wharton-Smith filed suit against Schweizer Waldroff for breach of contract regarding the design-build project for the City of Orlando Fire Station No. 1 project. Upon completion of construction, the HVAC system was found to have several design errors and omissions requiring Wharton-Smith to spend a significant amount of money to remedy the work. Schweizer Waldroff filed a third-party complaint against John J. Christie & Associates of Florida, Inc., the MEP design engineer on the project. *The case settled during mediation in December 2012.*

Emerald Utilities & Site Development, Inc. vs. Wharton-Smith, Inc. (Case No. 2012-CA-015654-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2012, Emerald Utilities filed suit against Wharton-Smith over alleged breach of contract regarding a claim on the Orange County Southern Regional Water Supply Facility. Wharton-Smith maintains that the claim, if valid, is a pass-through claim to the owner, Orange County Public Utilities, which has denied the claim. *This case settled during mediation in March 2014.*

Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002785-15-G, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. *This case was settled during mediation in January 2018.*

Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Barco-Duval Engineering, Inc. (Case No. 2015-CA-4388, In the Circuit Court of the Eighth Judicial Circuit in Alachua County, Florida): In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Barco-Duval. Barco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. Barco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract. *Wharton-Smith was dismissed from the case in February 2016.*

THIRD-PARTY:

J.D. Fields & Company, Inc. vs. Nottingham Construction Co., LLC, Wharton-Smith, Inc., and Professional Construction Services, Inc. (Case No. 2012-0002517, 21st Judicial District Court for the Parish of Tangipahoa, State of Louisiana): In August of 2012, J.D. Fields filed suit against Wharton-Smith over a dispute they had with Nottingham and Professional Construction Services in 2006. Wharton-Smith had purchased selected assets only from Nottingham in August 2010 and did not purchase this project or assume any liability in this dispute. *Wharton-Smith was dismissed from this suit in September 2014.*

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

EXPERIENCE AND EXPERTISE

FIREHOUSE AND PUBLIC SAFETY EXPERIENCE	DELIVERY METHOD
Orange County Fire Station 35	CMAR
Orange County Fire Station 55	CMAR
Orange County Fire Station 56	CMAR
Orange County Fire Station 77	CMAR
Orange County Fire Station 81	CMAR
Orange County Fire Station 85	CMAR
Osceola County Fire Station 54	CMAR
Osceola County Fire Station 55	CMAR
Osceola County Fire Station 64	CMAR
Osceola County Fire Station 62	CMAR
City of St. Cloud Fire Station 31	CMAR
City of Kissimmee Fire Station 11	CMAR
City of Sanford Public Safety Complex	CMAR
City of Mount Dora Fire Station 34	CMAR
City of Mount Dora Fire Station 35	CMAR
Charlotte County Fire Station 2	CMAR
Charlotte County Fire Station 5	CMAR
Charlotte County Fire Station #9 Temporary Facility	CMAR
Charlotte County Airport Fire Training Facility	CMAR
Fivay High School Fire Science Academy (Pasco County Schools)	CMAR
Seminole State College Center for Public Safety	CMAR
Longboat Key Fire Station 91 (current)	CMAR (JV)
Longboat Key Fire Station 92 (current)	CMAR (JV)
City of Orlando Fire Station 1	DESIGN-BUILD
Orange County Fire Station 33	DESIGN-BUILD
Orange County Fire Station 43	DESIGN-BUILD
Orange County Fire Station 63	DESIGN-BUILD
Orange County Fire Station 70	DESIGN-BUILD
City of Maitland Fire Station 45	DESIGN-BUILD
North Redington Beach Fire Station	DESIGN-BUILD
City of Ocoee Fire Station 1	GENERAL CONTRACTING
City of Tavares Public Safety Complex	GENERAL CONTRACTING

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TECHNICAL RESOURCES

The following information systems are standard for our projects:

Project estimates are produced with **Interactive Cost Estimating (ICE) by MC2**. With an ever increasing need for accurate estimates and cost analysis, ICE provides consistency in price estimating for our clients.

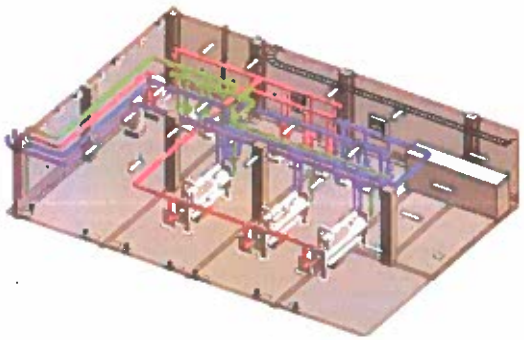
For cost accounting, the Wharton-Smith team uses **Timberline** software to provide real-time cost analysis and reporting. Our project manager will prepare numerous cost option analyses throughout the project duration, delivering cost ideas to save you money without compromising quality.

Our scheduling is performed in-house by our experienced staff of project schedulers and project managers. The Wharton-Smith team uses **Primavera® P6** for computer-generated Critical Path Method project scheduling. A sample schedule has been included at the end of this section.

Our team uses **RedTeam®**, a multi-faceted database application that can document contracts, request for information documents (RFIs) submittals, and change orders. Not only does the application allow for document storage, but it allows for the team to share contract plans, specifications, submittals, RFIs, and meeting minutes.

We provide monthly **Project Status Reports** to all stakeholders. Some information that is typically provided in our status reports includes a narrative of the current progress and schedule of the project, permitting status, accounting breakdowns, Owner Direct Purchase Order, Contingency, and Value Engineering logs, submittal and RFI status, and progress photographs. Additional information can be added as the project parameters are discussed with Highlands County in preconstruction.

The Wharton-Smith team uses **Building Information Modeling (BIM)** to help eliminate surprises. BIM applications imitate the building process. Instead of creating two-dimensional (2D) drawings, buildings are modeled from construction elements. This allows architects and engineers to design projects in the same way they would be built. Where we might have used a light table to layer the drawings and identify conflicts, today we can create a realistic virtual model. This gives the decision makers the ability to see and communicate their ideas and solutions. We can also add the fourth dimension of time to our drawings by showing the progress of the structure as it relates to the schedule. We call this Value Stream Production Planning. Now project leaders are able to see the work zone and all of its physical limitations long before we send a crew out.



We also use **Navisworks Manage**, which allows us to bring in fabrication drawings from outside subcontractors, take a virtual tour, and holistically review the integrated model for clashes with stakeholders. Most importantly, we have a seasoned team of professionals in our Virtual Construction Department ready to bring your project to life.

Our in-house Virtual Construction Department uses **Construction Phasing Animations** to visually detail the schedule and flow of construction for your project. These animations are useful on many levels and are used during the preconstruction phase to communicate to potential bidders the scope and schedule of the project and used during construction to clarify the flow of the project between trades.

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Wharton-Smith has implemented the use of **Bluebeam® Revu®** software into our project management process. Bluebeam Revu is a construction application that allows the Wharton-Smith team and the Owner to collaborate on project plans, specifications, and photos in a common database. New drawing revisions and RFIs are uploaded to Bluebeam Revu and synchronized to the project team members' iPads. In this way, our teams have the opportunity for better evaluation of any conflicts, potential modifications, and/or value engineering that may need to occur. In addition, by utilizing Bluebeam Revu, we can assist our design teams by using their drawings and attaching photographic evidence to any of our RFIs. Bluebeam Revu also allows us to do day-to-day as-built modifications, create punch lists and red-line directly into the plan set all on our iPads in the field. This type of real-time accuracy provides you with the confidence that your project will be completed without costly errors, coordination change orders, and omissions. Maintaining proper as-built information in the field is equally important. Our superintendents are proficient in working with survey instruments to accurately record dimensions, elevations, and coordinates. We employ the services of a certified surveyor when required. In order to make sure our subcontractors stay up-to-date, we require that their as-built drawings are updated monthly and are a prerequisite for payment.

In addition to providing top notch Construction Manager at Risk (CMAR) Services and all the reporting systems we use to ensure a successful project completion, we set ourselves apart from our competition with our ability to also self-perform work. Along with our general contractor's license, our team of professionals also maintain a mechanical license, plumbing license, and an underground utility license as well and will regularly self-perform for these services in addition to concrete services when it can provide overall benefit to the project. While our competition has cause for concern over the availability of field supervision and tradesman in a busy market, we already have over 143 craftsmen on staff to call upon to maintain the budget and schedule.

3e) Provide Women or Minority Business Enterprise (W/MBE) certifications, if applicable.

N/A



CITY OF SANFORD PUBLIC SAFETY COMPLEX

TAB 4: SCHEDULING AND COST CONTROL

TAB 4: SCHEDULING AND COST CONTROL

a) Describe the firm's use of computer-generated schedules for the management of construction.

A RELIABLE SCHEDULE

Your project may be fast-paced and can only be successful with an accurate and useful Critical Path Method (CPM) schedule.

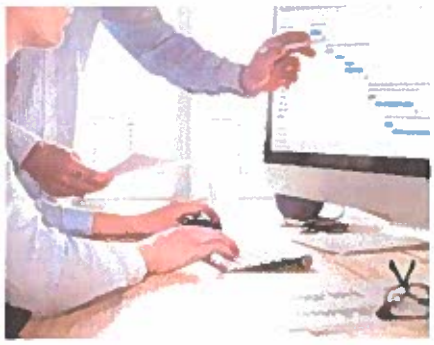
Identification of the critical path, milestone activities, and other important time limitations will be impossible without an effective schedule. By getting the project completed on-time or early, it creates the following cost advantages for the Highlands County:

- Reduced general conditions costs (project staff, temporary facilities, builder's risk, etc.)
- Reduced construction administration costs for the County
- Increased reliability

Our scheduling is performed in-house by our experienced staff of Preconstruction Managers and Superintendents. Our team utilizes Primavera© P6 software for computer generated project CPM scheduling. Our proposed Project Manager Michael O'Neill has over seven years of experience combined in building and maintaining CPM schedules with Primavera software. Michaels's approach to the project schedules will be comprehensive development, proactive maintenance, and a timely close-out. Please find a sample schedule on page 32.

b) Indicate the level of detail to define schedules. Describe methods for managing and responding to requests for information (RFIs) and Architect's Supplemental Instructions (ASIs).

The development of the baseline schedule is the crucial first step. The schedule is inclusive of all project phases including pre-construction (constructability reviews and value engineering), permitting, bidding and procurement, close-out, and ultimately, turnover. Our Project Manager Michael O'Neill and Superintendent Brad Buffington, will begin the planning process by preparing an overall master schedule to effectively sequence the areas of work. Each of these areas will be further broken down into activities to define the work logic and duration. Milestones are set to focus on interim goals throughout the project. Some of these milestones include: Completion of Design, Notice to Proceed (NTP), permanent power available to the facilities, Substantial Completion, Final Completion, and Owner/User Move-in. This schedule is developed during preconstruction and used in the GMP.



As seen in our sample schedule provided in this proposal, our Critical Path Method (CPM) schedule is built with time allocated for **shop drawing** cycles and equipment delivery. This technique tells us if a material delivery is driving the schedule. Our team uses **RedTeam©**, a multi-faceted database application that can document contracts, **Request for Information documents (RFIs)** submittals, and change orders. Not only does the application allow for document storage, but it allows for the team to share contract plans, specifications, submittals, RFIs, and meeting minutes.

c) Indicate the contractor's approach to project scheduling and coordination of subcontractors.

Weekly meetings to accurately update the overall project schedule. The daily reports, subcontractor input, and field reviews are used to update the work in place and job progress. Actual start dates, finish dates, or remaining durations are confirmed during the update. The project team can log into database files remotely to allow instantaneous updating from the field. This real-time updating is shared with the field management and subcontractors to aid in planning and decision making. After each update, we distribute copies of the project schedule to all subcontractors so they can incorporate these updates into their work plans. The critical path of work is monitored throughout the project to ensure all tasks are kept on track.

TAB 4: SCHEDULING AND COST CONTROL

Our project superintendent will create and manage a three-week look ahead schedule that is updated each week as well as daily activities and goals for all trades and subcontractors. This schedule includes more detailed breakdown and confirms materials are on site or due on site in order to accomplish the work goals. This schedule is developed with the subcontractors input during the weekly Subcontractor Coordination Meeting.

d) Describes the contractor's method for holding projects within budget. Provide one example.

PRECONSTRUCTION

During the design phase, cost control is maintained by constantly measuring cost against the original budget. Our Sr. Preconstruction Manager Paul Fulks, P.E., will work directly with Highlands County and the design team to document any changes or savings ideas for the project, identify impacts to the schedule and construction costs, develop new schedules, and updated cost estimates. This will help Highlands County make informed decisions in a timely manner. Pending the Owner's expectations, we can provide budget estimates at the following stages of the project: conceptual, schematic, design/development, and Guaranteed Maximum Price (GMP).

In the Construction Management at Risk (CMAR) delivery method, the GMP must be managed with an open-book policy. This policy is one of the greatest advantages of CMAR. Open and honest communication allows financial decisions to be made jointly. Equally important, it allows financial records to be kept with complete transparency. This policy starts from the very first design cost estimate and is maintained through close-out.

The cost tracking system that our team implements involves Highlands County every step of the way, and truly maintains the transparency for how the GMP is created, how it was administered and maintained, and how it is closed out. We have been successfully completing CMAR projects since 1995. We are proud to say that we have never exceeded a GMP on any CMAR project. This result directly stems from the experienced personnel we have, the management systems we employ, and the relationships we build. The benefits of our Preconstruction Plan include:

- Open-book policy – No hidden or internal cost
- Accurate cost estimates – Historically within 2% of construction cost – This means maximum project scope!
- Comprehensive logistics planning – Increase safety, increased efficiencies, reduced costs
- Comprehensive scheduling – Includes design, owner equipment, construction and commissioning
- Comprehensive design reviews for constructability – Increased quality control, reduced costs

CONSTRUCTION

The Wharton-Smith team employs an organized system of controls to ensure that costs are managed and controlled during all project phases through construction completion. Our cost controls begin with understanding the County's project requirements, analyzing the overall project budget, and aligning it with our construction estimates.

For cost accounting, We uses Timberline software to provide real-time cost analysis and reporting. Our on-site team will provide monthly Project Status Reports to all stakeholders. We can also trend costs to predict labor productivity using our labor variance reporting. This comprehensive reporting system includes the following items:

- Monthly Cost Narrative – Describes the current construction cost estimate status of the project
- Cost Control Report – Describes the current cost and payment status for the project
- Project Accounting Report – Provides detailed accounting of all expenditures for the project

TAB 4: SCHEDULING AND COST CONTROL

EXAMPLE: COST CONTROL SUCCESS - CHARLOTTE COUNTY JAIL EXPANSION

Due to the specific nature and requirements of construction in the public sector sometimes there is a need to reevaluate the ideal construction approach based on the initial design in order to better meet the needs of the given facility and endusers. As construction managers, we feel it is our responsibility to manage this process in order to minimize additional costs and/or delays to the project schedule. By working with the design team, the jail staff and the owner's representative in a collaborative forum, our team was able to establish a priority listing of scope needs in addition to potential value engineering items that could be used to offset any unforeseen conditions discovered along the way. Then as the sequence of work progressed, the team administered the community use of a Construction Authorization (CA) Log. The CA log enabled the entire team to actively track, prioritize and maintain any potential changes on a weekly basis. The CA process was successfully administered on the previous Charlotte County Jail Expansion and played a vital role in maintaining the budget and ultimately allowing for a $200,000 savings to the County. In addition to maintaining the change management process, the CA log assisted the architect in identifying any need for design changes. This collaborative approach thereby promoted open communication throughout the team, and allowed for real-time re-prioritization of events as they occurred to preserve the overall design intent. This same process simultaneously helped to mitigate any potential schedule delays otherwise associated with these discoveries.

f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work."

COST OF THE WORK

As we progress through the design and construction phases, we must be prepared to control cost certainty as we are faced with a variety of potential challenges. Our challenges will be dealt with proactively like all other project components. Some potential challenges are listed below:

Challenge: Scope Creep

Solution: During our constructability reviews we will confirm Highlands County's true intentions are met in the design documents. The finished product is the destination. The design is the path to get there. The Wharton-Smith team will ensure we take the right path.

Challenge: Construction Delays

Solution: Involve subcontractors in our production planning system and develop a construction schedule that has proper activity durations and sufficient "float" to accommodate unforeseen situations.

Challenge: Price Escalations on Volatile Materials

Solution: On some materials we can lock in pricing early by making commitments to vendors. We may also have to include a material escalation contingency (County controlled) in the GMP.

Challenge: Design Errors and Omissions

Solution: Like any project, there are many unknown variables when the drawings first come out. We begin with a larger amount of contingencies to act as a safety net for all the unknown. As the drawings progress and the unknowns become known, the contingencies can be reduced. Knowing the risk on a project up front, will also contribute towards determining how much contingency should be counted.

We are aware of real challenges that our team and Highlands County can face in this booming construction market. The good news is that this is what we do. This is where we assume the "at risk" position as your Construction Manager at Risk (CMAR). We will proactively prepare for and combat all of these challenges. We will provide the County with reliable cost, schedule, and constructability feedback so that you can make informed decisions.

TAB 4: SCHEDULING AND COST CONTROL

Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

Wharton-Smith's fee structure is usually determined by the total value of the contract, the overall duration, personnel needs, and project specific contract terms. Preconstruction Phase Services fees vary widely. Factors that determine Preconstruction Phase Fees can be the current completion status of the design when the CM contract is awarded, the number of preliminary estimates, constructability reviews, and reports required prior to establishing the Guaranteed Maximum Price (GMP), the planned duration of the design/preconstruction phase, and whether or not the project has multiple phases.

General Conditions may vary as contract terms may categorize certain items differently. Generally, General Conditions are not percentage based as they are a function of unit price and duration needed. General Conditions are often separated into project staffing requirements and temporary facilities. General Conditions can be agreed upon as a lump sum or certain items can be treated as reimbursables for actual cost expended.

The Construction Manager's (CM) Fee is typically based on the value of the contract and project specific contract terms. Our bond rate is based on a fixed scale from our surety and contract value. Economies of scale and better efficiency can be achieved when an Owner chooses to perform similar projects concurrently. Wharton-Smith may incentivize an Owner to gain a new client when there are more future projects planned.

Historically, for an approximate project value of $3 to $5 million the range of fees may be:

Preconstruction Services – 0.25% to 1.25%

General Conditions/General Requirements – 5% to 12% (will be based on staffing, temporary facilities, safety & security, and duration of schedule)

Construction Manager's (CM) Fee – 4% to 8%

Bond Rate – 0.75%



ORANGE COUNTY FIRE STATION 35

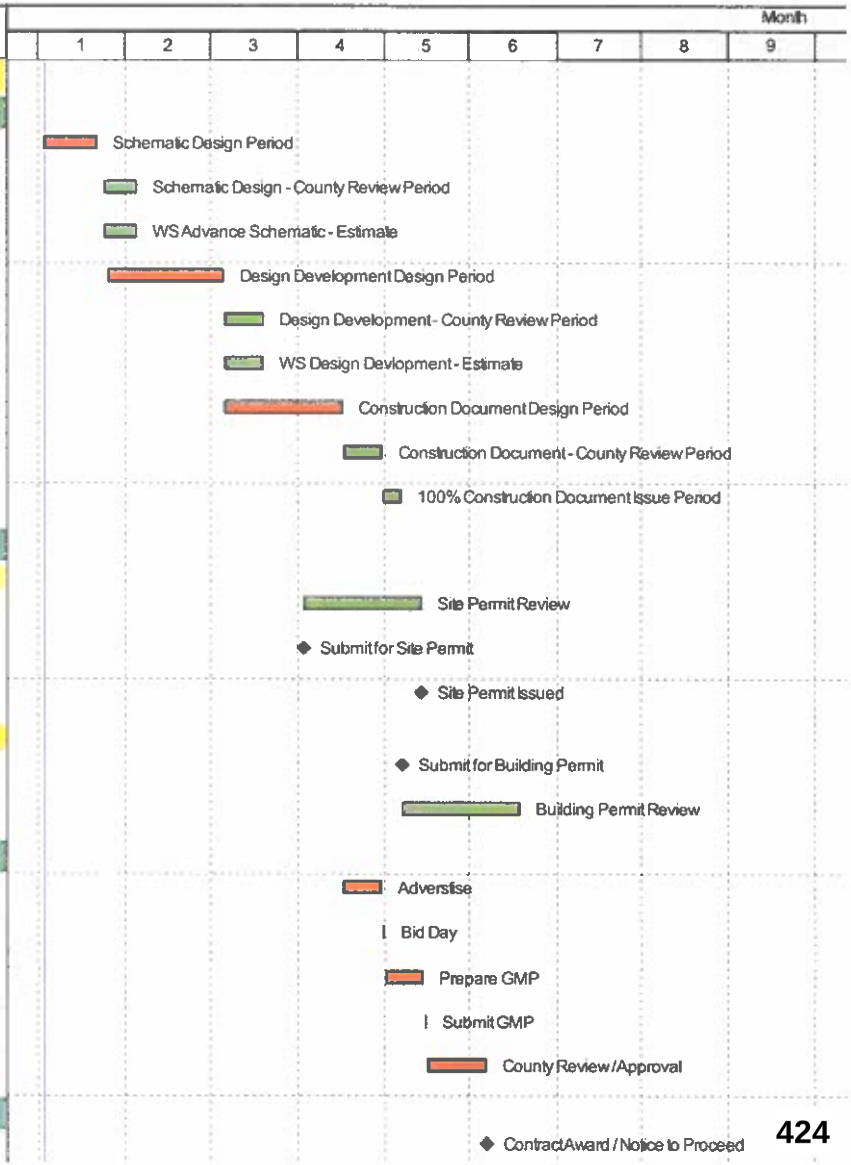
TAB 4: SCHEDULING AND COST CONTROL

e) Attach a sample schedule that illustrates your overall scheduling capabilities.

Wharton-Smith, Inc.
CONSTRUCTION GROUP

POLK COUNTY FIRE STATIONS
DETAILED CONSTRUCTION SCHEDULE SAMPLE

Activity Name	Orig Dur	Start	Finish
Polk County Fire Rescue Stations			
Design Phase			
Schematic Design Period	15	May-03-21	May-21-21
Schematic Design - County Review Period	10	May-24-21	Jun-04-21
WS Advance Schematic - Estimate	10	May-24-21	Jun-04-21
Design Development Design Period	30	May-25-21	Jul-05-21
Design Development - County Review Period	10	Jul-06-21	Jul-19-21
WS Design Devlopment - Estimate	10	Jul-06-21	Jul-19-21
Construction Document Design Period	30	Jul-06-21	Aug-16-21
Construction Document - County Review Period	10	Aug-17-21	Aug-30-21
100% Construction Document Issue Period	5	Aug-31-21	Sep-06-21
Permitting			
Site Permit			
Site Permit Review	30	Aug-03-21	Sep-13-21
Submit for Site Permit	0	Aug-03-21	
Site Permit Issued	0		Sep-13-21
Building Permit			
Submit for Building Permit	0	Sep-07-21	
Building Permit Review	30	Sep-07-21	Oct-18-21
GMP Process			
Adverstise	10	Aug-17-21	Aug-30-21
Bid Day	1	Aug-31-21	Aug-31-21
Prepare GMP	10	Sep-01-21	Sep-14-21
Submit GMP	1	Sep-15-21	Sep-15-21
County Review/Approval	15	Sep-16-21	Oct-06-21
Construction Timeline & Major Project Milestones			
Contract Award / Notice to Proceed	0	Oct-07-21	



TAB 4: SCHEDULING AND COST CONTROL

e) Attach a sample of the cost control reports.

Exhibit A – Guaranteed Maximum Price Proposal
Pine Crest Elementary Replacement/Remodeling Project
Project ID #18190050RFQ-YD

Wharton-Smith, Inc.

Summary

LINE		DESCRIPTION	100% CD Thru Add'm 1	
1	3	Cast In Place Concrete	1,525,554.99	BNG
2	4	Masonry	3,128,544.12	RSM
3	5	Structural Steel Framing	1,263,739.26	ISI
4	6a	Rough Carpentry	22,850.00	
5	6b	Millwork	230,572.59	Barfield
6	7a	Damproofing, Caulking, Fire Caulking	236,894.74	CFW
7	7b	ACM Panels	15,315.00	CA Systems
8	7c	Roofing	673,924.05	Hartford South
9	7d	Astec Roofing	62,249.00	DACG
10	7e	Thermal & Fire Protection		
11	8a	Doors, Frames & Hardware		
12	8b	Overhead Doors		
13	8c	Glass & Glazing		
14	9a	Drywall and Framing		
15	9b	Acoustical Ceilings & Wall Panels		
16	9c	Flooring and Tile		
17	9d	Epoxy Flooring		
18	9e	Painting		
19	10a	Visual Display & Marker Boards		
20	10b	Identifying Devices		
21	10c	Toilet Accessories, Misc. Specialties		
22	10d	Walkway Coverings		
23	11a	Residential Appliances (Installation Only)		
24	11b	Food Service Equipment		
25	11c	Projection Screen (OF/OI)		
26	11d	Stage Curtains		
27	11e	Outdoor Athletic Equipment		
28	11f	Play Court Surfacing		
29	12a	Horizontal Louver Blinds		
30	12b	Playground Surfacing & Equipment		
31	13	Pre-Engineered Metal Building (covered play area)		
32	14	Elevator		
33	21	Fire Protection		
34	22	Plumbing		
35	23a	HVAC		
36	23b	Test & Balance		
37	26	Electrical		
38	30	Demolition		
39	31	Site Earthwork, Utilities & Paving		
40	32a	Landscape & Irrigation		
41	32b	Fencing & gates		
42	A	Total Direct Cost		
43	B	General Requirements		

Wharton-Smith, Inc.
At-Risk Construction Management - GMP Proposal
SCPS Pine Crest School of Innovation
1 of 2

Wharton-Smith, Inc.

Materials Delivery

Job No: 13-078
Project No: C-0074

Date: 08/14/2018
Page: 1 of 3

Material	Ordered From	Delivered To	Units	Unit Price	Contract Amnt / Qnty	Delivered Amnt / Qnty	Net Requisitioned Amnt / Qnty	Balance Amnt / Qnty	First / Final Delivery
ELECTRICAL	M150006	WSI	Spec Section: DIV 16	$8,423,500.00 1.00	$8,423,500.00 1.00	$8,423,500.00 43,374.00	$8,423,500.00 43,374.00	$0.00 (43,373.00)	03/31/2014 04/07/2014
CASEWORK Casework	D000021	WSI	Spec Section: DIV 09	$473,326.00 1.00	$473,326.00 0.00	$0.00 0.00	$0.00 0.00	$473,326.00 1.00	
CERAMIC TILE Ceramic Tile	R290042	WSI	Spec Section: DIV 09	$467,864.00 1.00	$467,864.00 0.00	$0.00 0.00	$0.00 0.00	$467,864.00 1.00	
CHAIN LINK Chain Link Fencing	A120196	WSI	Spec Section: DIV 02	$129,460.00 1.00	$129,460.00 1.00	$0.00 0.00	$0.00 0.00	$129,460.00 1.00	
CLEAN UP EOP Clean Up EOP	D010034	WSI	Spec Section: DIV 01	$126,493.30 1.00	$126,493.30 1.00	$0.00 0.00	$0.00 0.00	$126,493.30 1.00	
CONC/MASON Concrete/Masonry	H150006	WSI	Spec Section: DIV 04	$2,048,650.00 1.00	$2,048,650.00 3,845.50	$2,048,650.00 3,845.50	$0.00 (3,844.50)	$0.00	01/17/2014 01/17/2014
CONSULTANT Consultant Fee	H260001	WSI	Spec Section: DIV 01	$180,080.00 1.00	$180,080.00 1.00	$0.00 0.00	$0.00 0.00	$180,080.00 1.00	
DEMO Demolition	P050035	WSI	Spec Section: DIV 02	$1,079,619.00 1.00	$1,079,619.00 1.00	$0.00 0.00	$0.00 0.00	$1,079,619.00 1.00	
DOOR INSTALL Doors, Frames & Hardware Installation	T310035	WSI	Spec Section: DIV 08	$729,900.00 1.00	$729,900.00 26.00	$729,900.00 26.00	$0.00 (24.00)	$0.00	01/16/2014 03/26/2014
FIRE EXTING Fire Extinguishers	M510015	WSI	Spec Section: DIV 10	$18,991.00 1.00	$18,991.00 0.00	$0.00 0.00	$0.00 0.00	$18,991.00 1.00	
FIRE Fire Protection	P090051	WSI	Spec Section: DIV 13	$780,000.00 1.00	$780,000.00 1.00	$780,000.00 1.00	$780,000.00 1.00	$0.00 0.00	04/30/2014 04/30/2014
FIREPROOFING Fireproofing & Firestopping	F120188	WSI	Spec Section: DIV 21	$69,998.00 1.00	$69,998.00 0.00	$0.00 0.00	$0.00 0.00	$69,998.00 1.00	
FOAMED Foamed-in-Place	T010001	WSI	Spec Section: DIV 07	$89,077.00 1.00	$89,077.00 1.00	$0.00 0.00	$0.00 0.00	$89,077.00 1.00	
GYM EQUIP Gymnasium Equipment	R150132	WSI	Spec Section: DIV 11	$31,852.00 1.00	$31,852.00 1.00	$0.00 0.00	$0.00 0.00	$31,852.00 1.00	
HVAC HVAC System	E140003	WSI	Spec Section: DIV 23	$6,236,400.00 1.00	$6,236,400.00 1.00	$0.00 0.00	$0.00 0.00	$6,236,400.00 1.00	02/05/2014 03/17/2014
ELEVATOR Hydraulic Elevators	C200001	WSI	Spec Section: DIV 14	$123,725.00 1.00	$123,725.00 1.00	$0.00 0.00	$0.00 0.00	$123,725.00 1.00	
IRRIG/LAND Irrigation & Landscaping	G060004								
KITCHENEQUIP Kitchen Equipment	G120045								
LOCKERS Lockers	S200214								
ROOFING Membrane Roofing	R090004								

Prepared by

Life Cycle Cost Analysis - Lighting

	T8 2x4 Parabolic RP1	T8 Mid-Range Ambient Indirect	T5 Mid-Range Ambient Indirect	Agili-T (T5) with DALI
Fixture Quantity	438	219	219	219
Annual Costs:				
Re-lamping	$6,287.00	$4,192.00	$2,819.00	$2,819.00
Cleaning	$5,475.00	$2,738.00	$2,738.00	$2,738.00
Energy	$29,352.00	$20,029.00	$11,396.00	$5,128.00
Total Annual Cost	$41,115.00	$26,958.00	$16,952.00	$10,684.00
Net Present Value - 5 Years	-$245,177.00	-$203,801.00	-$185,201.00	-$197,679.00
Footcandles	50.00	40.00	35.00	35.00
Discount Rate	12%			

Providing the right lighting option can save you $30,000 a year ($41,115 - $10,684 = $30,431)

TAB 5: TIMELY COMPLETION OF PROJECTS

TAB 5: TIMELY COMPLETION OF PROJECTS

a) Describe the Contractor's current and future projected workload.

WHARTON-SMITH JUPITER AND SANFORD COMMERCIAL WORKLOADS	LOCATION	COMPLETION DATE
Village of Wellington Utilities Dept. Central Operations Facility	Wellington, FL	07/2021
OCSB Continuing Contract for CM Services	Okeechobee, FL	04/2022
FAU CM Continuing Services / Minor Projects	Boca Raton, FL	08/2021
PBC Animal Care & Control Facility Renew	Palm Beach, FL	06/2023
Charlotte County Fire Stations 2 & 5	Punta Gorda, FL	04/2022
Dyal WTP CCRI- Training Building, City of Cocoa	Cocoa, FL	05/2021
Rubberized Tracks (Multiple Schools), OCPS	Orlando, FL	06/2021
District School Security Upgrades, Brevard Public Schools	Brevard County	06/2021
Four Corners K-8, Lake County Schools	Four Corners, FL	07/2021
Meadow Woods Middle School, OCPS	Orlando, FL	08/2021
Vehicle Maintenance Facility, Brightline Trains	Orlando, FL	02/2022
City of Ocoee City Hall, City of Ocoee	Ocoee, FL	03/2022
Juvenile Assessment Center, Seminole County	Sanford, FL	04/2022
Site 90 K-8, OCPS	Orlando, FL.	08/2022
Mount Dora Fire Stations 34, 35, and 36, City of Mount Dora	Mount Dora, FL	08/2022
Orange Technical College Westside Campus, OCPS	Orlando, FL	11/2022
Casselberry Public Works, City of Casselberry	Casselberry, FL	06/2023
Continuing Services Projects < $4M, OCPS	Orlando, FL	Ongoing
Continuing Services Projects < $4M, Seminole County Public Schools	Sanford, FL	Ongoing
Continuing Services Projects < $4M, Brevard Public Schools	Viera, FL	Ongoing
Continuing Services Projects < $4M, Osceola County School District	Kissimmee, FL	Ongoing

Wharton-Smith's current and future workload will not have any impact to the Highlands County Fire Rescue projects if Wharton-Smith is selected as your Construction Manager.

b) Describe specifically the Contractors' daily ability to handle each aspect of the scope of services described herein.

Our team has the expertise and availability to not only successfully complete the Fire Rescue Facilities projects, but should you see fit, we have the experienced bench strength to build all your planned fire station projects in an expedient manner.

This project will be run out of our Southeast Florida office located in Jupiter, FL. Highlands County is also close to our Tampa office and our corporate office in Sanford, FL, giving us the ability to leverage subcontractors and vendors from both areas to ensure coverage and drive the best value for this project making sure that all of the project goals are met within budget.

TAB 6: SURVEYS OF PAST PERFORMANCE

TAB 6: SURVEYS OF PAST PERFORMANCE

EXHIBIT 1: SURVEY QUESTIONNAIRE

RFP 21-014, Construction Manager at Risk for Fire Station Construction

Customer providing survey by:

Travis Perdue, Project Manager Client Contact (Name of Person completing survey)	Charlotte County Name of Client Company
941-769-0915 Contact Phone Number	travis.perdue@charlottecountyfl.gov Contact Email

Name of Contractor/Firm being surveyed:

Wharton-Smith, Inc.
Contractor/Firm Name

Project performance evaluation:

Charlotte County Fire Station #5 Project Name	15200 Burnt Store Road, Punta Gorda, FL 33955 Project Address
NA Cost of CMAR Services	NA Construction Cost
April 2022 Date Complete (or projected completion)	

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Submission of documentation: accurate and timely (Task Authorizations, Pay Applications, etc.)	(1-10)	10
14	Input of value-added methods or material	(1-10)	10

Travis Perdue	Travis Perdue
Printed Name of Client Contact	Signature of Client Contact

Please fax or email the completed survey to: jharrelson@whartonsmith.com

(CMAR Firm Information)

RFP21-14 Page 40 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 6: SURVEYS OF PAST PERFORMANCE

EXHIBIT 1: SURVEY QUESTIONNAIRE

RFP 21-014, Construction Manager at Risk for Fire Station Construction

Customer providing survey by:

Chet Cramer, Project Manager Client Contact (Name of Person completing survey)	City of Mount Dora Name of Client Company
352-901-7805 Contact Phone Number	cramerc@ci.mount-dora.fl.us Contact Email

Name of Contractor/Firm being surveyed:

Wharton-Smith, Inc.
Contractor/Firm Name

Project performance evaluation:

Fire Station #35 Project Name	4300 County Rd 19A, Mount Dora, Florida Project Address
 Cost of CMAR Services	est. $4,500,000 Construction Cost
est. October 2022 Date Complete (or projected completion)	

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/Individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Submission of documentation: accurate and timely (Task Authorizations, Pay Applications, etc.)	(1-10)	10
14	Input of value-added methods or material	(1-10)	10

Chet Cramer
Printed Name of Client Contact

Signature of Client Contact

Please fax or email the completed survey to: JHarrelson@whartonsmith.com
(CMAR Firm Information)

TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: **Curt Diehl** (Name of Person completing survey) **Osceola County** (Name of Client Company/Contractor)

Phone Number: **407-742-0517**

Email: **curt.diehl@osceola.org**

Subject: Past Performance Survey of:

BVL Fire Station & 65th Infantry Park (Formerly Fire Station 62)
(Project Name)

Consultant Name: **Wharton-Smith, Inc.**
(Name of Contractor being surveyed)

Cost of Services: **$5,339,792** Date Complete: **March 2018**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: **Same as above** Date Completed: **Same as above**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
Printed Name of Evaluator

Signature of Evaluator

TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: **Curt Diehl** (Name of Person completing survey) **Osceola County** (Name of Client Company/Contractor)

Phone Number: **407-742-0517**

Email: **curt.diehl@osceola.org**

Subject: Past Performance Survey of:

Overstreet Fire Station #64
(Project Name)

Consultant Name: **Wharton-Smith, Inc.**
(Name of Contractor being surveyed)

Cost of Services: **$4,493,367** Date Complete: **October 2016**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: **Same as above** Date Completed: **Same as above**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
Printed Name of Evaluator

Signature of Evaluator

TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: **Richard Keith** (Name of Person completing survey) — **City of Tavares** (Name of Client Company/Contractor)

Phone Number: **352-516-1180**

Email: **rkeith@tavares.org**

Subject: Past Performance Survey of:

City of Tavares Public Safety Complex
(Project Name)

Consultant Name: **Wharton-Smith, Inc.**
(Name of Contractor being surveyed)

Cost of Services: **$13,686,606** Date Complete: **December 2019**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: **Same as above** Date Completed: **Same as above**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Richard D. Keith
Printed Name of Evaluator

Signature of Evaluator

TAB 7: COMPLIANCE FORMS & REQUESTED DOCUMENTATION

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

DRUG FREE WORKPLACE FORM

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Darin Crafton

Print Name: Darin Crafton Date: 5 / 18 / 21

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May 2021. by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me ✓ or has produced _____ as identification [ ]

Notary Public State of Florida
Nancy Lynn O'Neill
My Commission GG 238861
Expires 07/14/2022

Signature: Nancy O'Neill
Print Name: Nancy O'Neill
Notary Public, State of Florida
Commission No 238861
My Commission Expires: 07/14/2022

RFP21-14 Page 30 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

PUBLIC ENTITY CRIME FORM

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA } ss

COUNTY OF Palm Beach }

Before me, the undersigned authority, personally appeared Darin Crafton who, being by me first duly sworn, made the following statement:

1. The business address of Wharton-Smith, Inc. (name of bidder or contractor), is 125 W. Indiantown Road, Jupiter, FL 34558

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

PUBLIC ENTITY CRIME FORM

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: Darin Crafton

Print Name: Darin Crafton

Print Title: Executive Vice President

On 18 day of May, 20 21.

STATE OF Florida

COUNTY OF Palm Beach

Sworn and subscribed before me in the State and County first mentioned above on the 18th day of May, 20 21.

Signature: Nancy O'Neill

Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. 238861

My Commission Expires: 07/16/2022

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Nancy Lynn O'Neill
My Commission GG 238861
Expires 07/16/2022

RFP 21-14 Page 32 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

DISCRIMINATION FORM

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Dan a Crafton

Print Name: Darin Crafton Date: ___/___/___

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021 by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Nancy O'Neill

Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. GG 238861

My Commission Expires: 07/16/2022

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Nancy Lynn O'Neill
My Commission GG 238861
Expires 07/16/2022

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

SCRUTINIZED COMPANY FORM

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President
[Print individual's name and title]

for Wharton-Smith, Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 Indiantown Road, Suite 201, Jupiter, FL 34558 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Dan a Crafton

Print Name: Darin Crafton

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021 by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Nancy Lynn O'Neill
My Commission GG 238861
Expires 07/16/2022

Nancy O'Neill

Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. 238861

My Commission Expires: 07/16/2022

RFP21-14 Page 34 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

E-VERIFY FORM

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President
[Print individual's name and title]

for Wharton-Smith, Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 142880

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Dar a Cr

Print Name: Darin Crafton Date: 5 / 18 /21

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021 by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me X or has produced _____ as identification [ ].

Notary Public State of Florida
Nancy Lynn O'Neill
My Commission GG 238861
Expires 07/16/2022

(AFFIX NOTARY SEAL)

Signature: Nancy O'Neill

Print Name: Nancy O'Neill

Notary Public, State of Florida

RFP21-14 Page 35 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

E-VERIFY INFORMATION



E-Verify
Employment Eligibility Verification

Welcome: Melissa Rivera | User ID: MRIV0591 | Last Login: 03:28 PM - 12/19/2011 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name:	Wharton-Smith, Inc.	View / Edit
Company ID Number:	142880	
Doing Business As (DBA) Name:		
DUNS Number:		

Physical Location:

Address 1:	750 Monroe Road
Address 2:	
City:	Sanford
State:	FL
Zip Code:	32771
County:	SEMINOLE

Mailing Address:

Address 1:	P O Box 471028
Address 2:	
City:	Lake Monroe
State:	FL
Zip Code:	32747

Additional Information:

Employer Identification Number:	592392802
Total Number of Employees:	500 to 999
Parent Organization:	
Administrator:	Wharton-Smith, Inc

Organization Designation:

Employer Category:	Federal Contractor with FAR E-Verify Clause
Federal Contractor Category:	None of these categories apply
Employees being verified:	All new hires and all existing employees assigned to a Federal contract

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	16	View / Edit
Total Points of Contact:	3	View / Edit

View MOU

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

TRUTH IN NEGITIATION CERTIFICATION

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

Wharton-Smith, Inc.
Name of Consultant

By: Darin Crafton

5/18/21
Date

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

AUTHORIZED SIGNATORIES

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Darin A. Crafton Title Executive Vice President - Commercial

Telephone Number/Email 561-722-9087

Signature 5/18/21
Date

Executive Vice President
Title

Wharton-Smith, Inc.
Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _X_ Corporation
_____ Limited Liability Company _____ Non-Profit

Sate Incorporation Document No. Florida

Principal Place of Business (Florida Statute Chapter 607) Sanford/Seminole
City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID #: 59-2392802

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.* *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

SCHEDULE OF SUBCONTRACTOR(S)
RFP 21-014 Construction Manager at Risk Fire Rescue Facility(ies)

Sub-contractor Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Amount or Percentage of Total	W/MBE Yes/No
TBD					

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter "TBD" (to be determined) for sub-contractor name, if unknown, then complete "Area of Work and Amount or Percentage" sections. Sub-contractor(s) are subject to approval by the County.

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

W-9

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Wharton-Smith, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
750 Monroe Road

Requester's name and address (optional)

City, state, and ZIP code
Sanford, FL 32771

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

Employer identification number: 59-2392802

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Dan a Lupo Date ▶ March 14, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

SUNBIZ REPORT

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# G94383

Entity Name: WHARTON-SMITH, INC.

Current Principal Place of Business:

750 MONROE RD
SANFORD, FL 32771

Current Mailing Address:

750 MONROE ROAD
SANFORD, FL 32771 US

FEI Number: 59-2392802

FILED
Jan 06, 2021
Secretary of State
3058883160CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

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

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CD
Name	SMITH, GEORGE E
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	PDT
Name	DAVOLI, RONALD F
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	EVP
Name	HEWITT, PATRICK J
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	DIR OF BUSINESS DEVELOPMENT
Name	O'DONNELL, TODD H
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	D, ASST SECRETARY, EVP
Name	SMITH, TIMOTHY S
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	DIR OF OPERATIONS
Name	MARCELL , KENNETH E III
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Title	EVP
Name	CRAFTON, DARIN A
Address	750 MONROE ROAD
City-State-Zip:	SANFORD FL 32771

Title	DIR OF OPERATIONS
Name	WILLIAMS, GREGORY L
Address	750 MONROE RD
City-State-Zip:	SANFORD FL 32771

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TIMOTHY S SMITH — EVP — 01/06/2021
Electronic Signature of Signing Officer/Director Detail — Date

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

CORPORATE CERTIFICATE

State of Florida
Department of State

I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 6, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2021

Secretary of State

Tracking Number: 8289562201CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

LICENSES

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE ROAD
SANFORD FL 32771

LICENSE NUMBER: CGC1511243
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
125 West INDIANTOWN RD Ste 201
JUPITER, FL 33458

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	SMITH TIMOTHY SCOT	CGC1511243	B20.577213 - 09/11/20	$27.50	B40149843

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

WHARTON SMITH INC
WHARTON SMITH INC
750 MONROE RD
SANFORD, FL 32771

LBTR Number: 201364913
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

BONDING LETTER

GUIGNARD
AN UNCOMMON BOND

March 31, 2021

To Whom it May Concern:

Re: Wharton-Smith, Inc., 125 W. Indiantown Road, Suite201, Jupiter, FL 34558

Guignard Company is the agency handling the bond requirements of Wharton-Smith, Inc. Licensed as a fidelity and surety bonding agency in the state of Florida since 1977, we have placed their bonds with Western Surety Company since 1986. Western Surety Company is a member of the CNA Surety Group, and has an available Best's Rating of A, XIV, a 2020 U.S. Treasury Listing of $156,025,000, and is qualified to provide bonds in all states in the United States of America.

Based on our knowledge of and experience with Wharton-Smith, Inc., we give this firm our highest recommendation. They have a reputation for excellent quality workmanship, prompt payment of bills and for completing projects on or before scheduled completion dates.

Although each request is evaluated on its own merit and maximum limits have not been established, we would consider their bonding capacity pertaining to bid, payment, performance, and other bonds to be in the area of $150,000,000 for a single job with an aggregate program of approximately $1,000,000,000.

If you have any questions or require additional information, please contact me at (407) 834-0022 or via email at bryce@guignardcompany.com.

Best regards,

WESTERN SURETY COMPANY

Bryce R. Guignard
President

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

CERTIFICATE OF INSURANCE

Client#: 706782 WHARTINC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/07/2021

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

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

PRODUCER	Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609
CONTACT NAME:	
PHONE (A/C, No, Ext):	727 447-6481
FAX (A/C, No):	
E-MAIL ADDRESS:	certificates@bouchardinsurance.com
INSURED	Wharton-Smith, Inc. 125 W. Indiantown Road, Suite 201 Jupiter, FL 34558

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Amerisure Insurance Company	19488
INSURER B:	Amerisure Mutual Insurance Company	23396
INSURER C:	XL Specialty Insurance	37885
INSURER D:	Berkley Assurance Company	39462
INSURER E:	Amerisure Partners Insurance Company	11050
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL20361081601	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA20361071601	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	Y	Y	CU21171470001	04/01/2021	04/01/2022	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC203610915	04/01/2021	04/01/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Rented Equipment			UM00024961MA21A	04/01/2021	04/01/2022	2,500,000	
D	Pollution Liab	Y		PCADB50141490421	04/01/2021	04/01/2022	5,000,000	
D	Professional Liab			PCADB50141490421	04/01/2021	04/01/2022	5,000,000	

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

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella only if required by written contract, and subject to the terms, conditions and (See Attached Descriptions)

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2 #S8180380/M8146126 The ACORD name and logo are registered marks of ACORD RCJTF

125 W. INDIANTOWN ROAD, SUITE 201
JUPITER, FL 33458

TEL: 561-748-5956 • FAX: 561-748-5958

WWW.WHARTONSMITH.COM

Wharton-Smith, Inc.
CONSTRUCTION GROUP

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-014 RFP
Construction Manager at Risk for Fire Rescue Facility(ies)

Opening Date: Tuesday, May 18, 2021

Company	Score	RANK
Wharton-Smith, Inc.	232	1
Marmer Construction, Inc.	232	1
E.O. Koch Construction, Co.	223	2
The A.D. Morgan Corporation	208	3
Trias Construction LLC	204	4

The tie was broken in accordance with Section 1, 14. Wharton-Smith, Inc. having two, and Marmer Construction , Inc. having zero, number one rankings on the individual score sheets.

Notice of Intent to Award to the top ranked firm, Wharton-Smith, Inc.

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on Tuesday, June 22, 2021

End of protest period: 4 P.M. on Friday, June 25, 2021

Recommendation:

Recommend awarding to Wharton-Smith, Inc. as the top ranked responsive and responsible proposer.

Christine Davis Digitally signed by Christine Davis Date: 2021.07.16 17:10:59 -04'00'

Christine Davis, Purchasing Manager Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr., P.E. Date: 2021.07.17 14:26:01 -04'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Laurie A. Hurner Digitally signed by Laurie A. Hurner Date: 2021.07.29 16:40:15 -04'00'

Randy Young, County Administrator Date

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Owner" and WHARTON-SMITH, INC. 125 W. Indiantown Road, Jupiter, FL 33458, hereinafter "Construction Manager".

ARTICLE I

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager agrees to act in good faith and fair dealing between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish commercially reasonable 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 project 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 are set forth in **Exhibit "A"** attached hereto.

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. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. 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 - Sweet-Sparkman Architects, Inc.

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

Construction Manager - Wharton-Smith, 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 -- Highlands County, a political subdivision of the State of Florida

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

Project - The Project is the total work to be performed under this Agreement. The Project consists of the construction of Highlands County Fire Station Number 36. located at: 1198 US 27 N., Lake Placid, FL. 33852, Parcel P-25-36-29-A00-0073-0000. Highlands County Florida.

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.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at One million eight hundred thousand dollars and no/cents ($1,800,000.), including all 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 11" format, unless directed otherwise by the Owner and shared via email.

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, and after receiving appropriate input from the Owner and Architect/Engineer, 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. After approval of the Guaranteed Maximum Price (GMP) and after all required permits have been issued by the applicable governing authorities, the Owner shall issue a Notice to Proceed with construction. 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 following submissions at the following phases of the project:

Estimates - 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. 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 in writing, the Construction Manager shall provide the following if included in the scope of Construction Manager's Design Phase/Preconstruction Costs:

1. Upon award of contract 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 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 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 are identified in **Exhibit "B"** 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. If included in the scope of Construction Manager's Preconstruction Phase Services, 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 that are set forth in **Exhibit "C"** to this Agreement. The Construction Manager shall not change any of those persons named in Exhibit "C" 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 the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV

$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50,000,000 to $75,000,000	A	Class X

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 – With appropriate cooperation and documents from the Architect/Engineer, 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, or more frequent as determined by the County, 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.

H. 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
"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. The warranties shall be delivered in hard copy and email formats. 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 Highlands County in this Agreement or any Amendment or Change Order to this Agreement. The County/Owner 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 Highlands County additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to Fifty Thousand and 00/100 Dollars ($50,000.00) or such other dollar amount as authorized by policy adopted by the Highlands County 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 pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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 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.

   Construction Manager may require certain subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety, and in a format, acceptable to Construction Manager.

   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 fifteen percent (15%) 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 may, at the discretion of the Owner, be required to 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 or fluctuating market conditions. 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 Highlands County 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 Highlands County 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 of Six thousand dollars no/cents ($6,000.00) as set forth in **Exhibit "F"**, attached hereto. 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 are shown on **Exhibit "C"**.

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 in equal monthly payments in an amount and number of months to be determined at GMP. 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 the duration established between Notice to Proceed (NTP) and the Substantial Completion Date (SCD) due to Changes in the Project per Article 10. Construction Phase Costs paid to the Construction Manager shall be adjusted for each day of the approved time extension in an amount equal to a daily rate calculated with the amount of Construction Phase Costs initially established in the GMP divided by the number of calendar days between the NTP and the SCD, unless other circumstances arise that the parties may agree otherwise. (such as an increase or a reduction of necessary project staff)

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 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 __TBD at GMP__ percent (___%) of that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

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 writing instruments, 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 ___TBD___ percent (___%) of the GMP 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)

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. Intentionally Left Blank

17. Material and labor costs of all reproductions and services used for bidding, reporting, or information purposes required by the Project to directly benefit the Project.

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

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

20. 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.

21. 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 cost and/or duration of 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 Contractor or entity 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 and the associated cost as applicable. 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 "G"**. Prior to fifty percent (50%) completion, (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 & 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 & 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 five percent (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.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

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 EIFS 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, to the extent caused by the Construction Manager's 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 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. 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 during the life of this Agreement a "Builder's Risk Policy" completed value form, 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 in accordance with Article 9.2.6.

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 Highlands County 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 and reasonable opportunity to cure 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, seven (7) days written notice and reasonable opportunity to cure such 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, purchased by the Construction Manager, for which were procured as a Direct Cost Item and intended to become a part of the Project, 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, purchased by the Construction Manager as a Direct Cost Item intended to become a part of the Project, 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.

3. 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, and overhead and profit on the work performed in accordance with Articles 8, 9, 10 and 12.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

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 TBD at GMP percent (___%) for profit. 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.

17.2 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. The responsibilities herein of Article 17 indicated to be by Construction Manager may apply to either of, or both , Construction Manager and/or applicable subcontractors whether or not indicated in that manner.

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. Materials which may not be returned, should be credited in deductive order or given to Owner at Owner's discretion. 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'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY RECORDS CUSTODIAN:

GLORIA RYBINSKI
PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

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 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.

18.7 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.

18.8 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 S. Commerce Avenue Sebring, Florida 33870
with copy to:	Highlands County Attorney 600 S. Commerce Avenue Sebring, Florida 33870

Construction Manager:	Wharton-Smith, Inc. Director of Operations, Commercial 125 W. Indiantown Road Jupiter, FL 33458
with copy to:	Wharton-Smith, Inc. Executive Vice President, Commercial 750 Monroe Road Sanford, FL 32771

18.9 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.

18.10 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.

18.11 Joint Authorship:

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

18.12 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 (8) 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.

18.13 Compliance with the Davis-Bacon Act:

1. Owner shall inform Construction Manager of Davis Bacon Act requirements prior to the issuance of bid invitations per Article 2.4.4. If determined to be applicable, 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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 the violating subcontractor by the County/Owner without regard to any notice otherwise required herein. In the event the County/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 County/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.

18.18 Sovereign Immunity:

The County/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 County/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 County/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 County Logo, Name, Seal and/or Flag:

The Construction Manager may only use Highlands County's name, logo seal and/or flag with the express written permission of the County and consistent with any County policy related to use of the same.

(The remainder of this page is blank)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2021.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
KATHLEEN G. RAPP, CHAIR

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

WHARTON-SMITH, INC.

By: _____

Print: Darin A. Crafton

Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of DARIN A. CRAFTON as EXECUTIVE VICE PRESIDENT of WHARTON-SMITH, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 22ND day of NOVEMBER, 2021.

(stamp)

Notary Public State of Florida
Francine Z. Guillemette
My Commission HH 145206
Expires 08/19/2025

_____
NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Construction Team

The Construction Team for the Project shall consist of the following:

- Owner's Representative: Sarah Albritton, Capital Projects Manager
  636 Fernleaf Ave., Sebring, FL 33870
  sjalbritton@highlandsfl.gov

- Architect-Engineer: Todd Sweet, Principal
  Sweet-Sparkman Architects, Inc
  2168 Main Street, Sarasota, FL 34237,
  tsweet@sweetsparkman.com.

- Construction Manager: Gerry Kelly, Director of Operations-S. FL Commercial
  Wharton-Smith, Inc.
  125 W. Indiantown Road, Jupiter, FL 33458
  gkelly@whartonsmith.com

EXHIBIT "B"
Drawings and Specifications
(*upon completion and acceptance of GMP*)

EXHIBIT "C"

Construction Manager Staff

(To be determined at GMP)

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME: **Highlands County Fire Station 36**
PROJECT ADDRESS: **1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)**
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: **Sarah Albritton, Capital Projects Manager**

TO OWNER:
Name: Highlands County Board of County Commissioners
Attn: Sarah Albritton, Capital Projects Manager
Address: 636 Fernleaf Ave., Sebring, Fl 33870

TO CONSTRUCTION MANAGER:
Name: Wharton-Smith Inc
Attn: Director of Operations, Commercial
Address: 125 W. Indiantown Road, Jupiter, FL 33458

Name: Wharton-Smith Inc
Attn: Executive Vice President, Commercial
Address: 750 Monroe Road, Sanford, FL 32771

Copy to:
X Architect
___Engineer
__Field
X 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 ____ 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 _____, 20__.

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: Highlands County Fire Station 36
PROJECT ADDRESS: 1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: Sarah Albritton, Capital Projects 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 Operation & Maintenance documents and other closeout deliverables
__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 that 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 transaction, event, occurrence, or 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 acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who is authorized to bind _____ Inc. and who is personally known to me OR has produced _____ as identification this ____ day of _____, 202__

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:

Architect

By: _____ Date: _____

Print: _____

Accepted By:

Owner

By: _____ Date: _____

Print: _____

EXHIBIT "F"
Pre-construction Phase Costs

EXHIBIT "G"
Partial Pay Request Form

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Owner" and WHARTON-SMITH, INC. 125 W. Indiantown Road, Jupiter, FL 33458, hereinafter "Construction Manager".

ARTICLE I

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager agrees to act in good faith and fair dealing between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish commercially reasonable 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 project 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 are set forth in **Exhibit "A"** attached hereto.

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. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. 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 - Sweet-Sparkman Architects, Inc.

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

Construction Manager – Wharton-Smith, 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 – Highlands County, a political subdivision of the State of Florida

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

Project - The Project is the total work to be performed under this Agreement. The Project consists of the construction of Highlands County Fire Station Number 36, located at: 1198 US 27 N., Lake Placid, FL 33852, Parcel P-25-36-29-A00-0073-0000, Highlands County Florida.

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.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at One million eight hundred thousand dollars and no/cents ($1,800,000.), including all 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 and shared via email.

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, and after receiving appropriate input from the Owner and Architect/Engineer, 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. After approval of the Guaranteed Maximum Price (GMP) and after all required permits have been issued by the applicable governing authorities, the Owner shall issue a Notice to Proceed with construction. 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 following submissions at the following phases of the project:

Estimates - 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. 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 in writing, the Construction Manager shall provide the following if included in the scope of Construction Manager's Design Phase/Preconstruction Costs:

1. Upon award of contract 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 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 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 are identified in **Exhibit "B"** 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. If included in the scope of Construction Manager's Preconstruction Phase Services, 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 that are set forth in **Exhibit "C"** to this Agreement. The Construction Manager shall not change any of those persons named in Exhibit "C" 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 the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV

$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

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 – With appropriate cooperation and documents from the Architect/Engineer, 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, or more frequent as determined by the County, 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
"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. The warranties shall be delivered in hard copy and email formats. 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 Highlands County in this Agreement or any Amendment or Change Order to this Agreement. The County/Owner 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 Highlands County additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to Fifty Thousand and 00/100 Dollars ($50,000.00) or such other dollar amount as authorized by policy adopted by the Highlands County 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 pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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 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.

   Construction Manager may require certain subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety, and in a format. acceptable to Construction Manager.

   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 fifteen percent (15%) 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 may, at the discretion of the Owner, be required to 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 or fluctuating market conditions. 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 Highlands County 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 Highlands County 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 of Six thousand dollars no/cents ($6,000.00) as set forth in **Exhibit "F"**, attached hereto. 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 are shown on **Exhibit "C".**

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 in equal monthly payments in an amount and number of months to be determined at GMP. 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 the duration established between Notice to Proceed (NTP) and the Substantial Completion Date (SCD) due to Changes in the Project per Article 10, Construction Phase Costs paid to the Construction Manager shall be adjusted for each day of the approved time extension in an amount equal to a daily rate calculated with the amount of Construction Phase Costs initially established in the GMP divided by the number of calendar days between the NTP and the SCD, unless other circumstances arise that the parties may agree otherwise. (such as an increase or a reduction of necessary project staff)

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 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 __Six_ percent (__6_%) of that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

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 writing instruments, 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 ___Six_____ percent (_6__%) of the GMP 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)

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. Intentionally Left Blank

17. Material and labor costs of all reproductions and services used for bidding, reporting, or information purposes required by the Project to directly benefit the Project.

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

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

20. 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.

21. 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 cost and/or duration of 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 Contractor or entity 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 and the associated cost as applicable. 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 "G"**. Prior to fifty percent (50%) completion, (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 & 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 & 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 five percent (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.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

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 EIFS 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, to the extent caused by the Construction Manager's 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 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. 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 during the life of this Agreement a "Builder's Risk Policy" completed value form, 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 in accordance with Article 9.2.6.

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 Highlands County 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 and reasonable opportunity to cure 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, seven (7) days written notice and reasonable opportunity to cure such 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, purchased by the Construction Manager, for which were procured as a Direct Cost Item and intended to become a part of the Project, 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, purchased by the Construction Manager as a Direct Cost Item intended to become a part of the Project, 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.

3. 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, and overhead and profit on the work performed in accordance with Articles 8, 9, 10 and 12.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

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 Five percent (5 %) for profit. 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.

17.2 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. The responsibilities herein of Article 17 indicated to be by Construction Manager may apply to either of, or both , Construction Manager and/or applicable subcontractors whether or not indicated in that manner.

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. Materials which may not be returned, should be credited in deductive order or given to Owner at Owner's discretion. 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'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY RECORDS CUSTODIAN:

GLORIA RYBINSKI
PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

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 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.

18.7 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.

18.8 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 S. Commerce Avenue Sebring, Florida 33870
with copy to:	Highlands County Attorney 600 S. Commerce Avenue Sebring, Florida 33870

Construction Manager:	Wharton-Smith, Inc. Director of Operations, Commercial 125 W. Indiantown Road Jupiter, FL 33458
with copy to:	Wharton-Smith, Inc. Executive Vice President, Commercial 750 Monroe Road Sanford, FL 32771

18.9 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.

18.10 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.

18.11 Joint Authorship:

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

18.12 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 (8) 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.

18.13 Compliance with the Davis-Bacon Act:

1. Owner shall inform Construction Manager of Davis Bacon Act requirements prior to the issuance of bid invitations per Article 2.4.4. If determined to be applicable, 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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 the violating subcontractor by the County/Owner without regard to any notice otherwise required herein. In the event the County/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 County/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.

18.18 Sovereign Immunity:

The County/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 County/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 County/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 County Logo, Name, Seal and/or Flag:

The Construction Manager may only use Highlands County's name, logo seal and/or flag with the express written permission of the County and consistent with any County policy related to use of the same.

(The remainder of this page is blank)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2021.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
KATHLEEN G. RAPP, CHAIR

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

WHARTON-SMITH, INC.

By: _____

Print: Darin A. Crafton

Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of DARIN A. CRAFTON, as EXECUTIVE VICE PRESIDENT of WHARTON-SMITH, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced PIA as identification, and who did/did not take an oath this 22nd day of NOVEMBER, 2021.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Francine Z. Guillemette
My Commission HH 145206
Expires 08/19/2025

EXHIBIT "A"
Construction Team

The Construction Team for the Project shall consist of the following:

- Owner's Representative: Sarah Albritton, Capital Projects Manager
  636 Fernleaf Ave., Sebring, FL 33870
  sjalbritton@highlandsfl.gov

- Architect-Engineer: Todd Sweet, Principal
  Sweet-Sparkman Architects, Inc
  2168 Main Street, Sarasota, FL 34237,
  tsweet@sweetsparkman.com.

- Construction Manager: Gerry Kelly, Director of Operations-S. FL Commercial
  Wharton-Smith, Inc.
  125 W. Indiantown Road, Jupiter, FL 33458
  gkelly@whartonsmith.com

EXHIBIT "B"
Drawings and Specifications
(*upon completion and acceptance of GMP*)

EXHIBIT "C"
Construction Manager Staff
(To be determined at GMP)

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME: **Highlands County Fire Station 36**
PROJECT ADDRESS: **1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)**
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: **Sarah Albritton, Capital Projects Manager**

TO OWNER:
Name Highlands County Board of County Commissioners
Attn: Sarah Albritton, Capital Projects Manager
Address: 636 Fernleaf Ave., Sebring, Fl 33870

TO CONSTRUCTION MANAGER:
Name Wharton-Smith Inc
Attn: Director of Operations, Commercial
Address 125 W. Indiantown Road, Jupiter, FL 33458

Name: Wharton-Smith Inc
Attn: Executive Vice President, Commercial
Address: 750 Monroe Road, Sanford, FL 32771

Copy to:
X Architect
___Engineer
__Field
X 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 ____ 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 _____, 20__.

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: Highlands County Fire Station 36
PROJECT ADDRESS: 1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: Sarah Albritton, Capital Projects 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 Operation & Maintenance documents and other closeout deliverables
__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 that 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 transaction, event, occurrence, or 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 acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who is authorized to bind _____, Inc., and who is personally known to me OR has produced _____ as identification this ____ day of _____, 202__.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:

Architect

By: _____ Date: _____

Print: _____

Accepted By:

Owner

By: _____ Date: _____

Print: _____

EXHIBIT "F"
Pre-construction Phase Costs

EXHIBIT "G"
Partial Pay Request Form

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Sarah Beth Rogers, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request adoption of resolution 21-22-41 for Budget Amendment 21-22-024 to set up project 21050 and appropriate funds pursuant to the Victims of Crime Act (VOCA) Grant award accepted on November 16, 2021.**

STATEMENT OF ISSUE

The Children's Advocacy Center (CAC) was awarded $72,722.58 from the Victims of Crime Act (VOCA) grant to be used for 75% salary and benefits, as well as, some operating expenses of the Children's Advocacy Center (CAC) Mental Health Therapist.

RECOMMENDED ACTION

Move to adopt resolution 21-22-41 for budget amendment 21-22-024 to set up project 21050 and appropriate funds pursuant to the Victims of Crime Act (VOCA) Grant award accepted on November 16, 2021.

FISCAL IMPACT

The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 21050 in the amount of $72,722.58.

Attachments: 21-22-024 Project 21050 VOCA CAC 21-22 SetUp (BA).pdf
Res. 21.22.41_VOCA_BA.CB.SGS.pdf
SIGNED_VOCA_CONTRACT.pdf

REVIEWED
O.M.B DEPARTMENT
December 8, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **11/18/2021** SUBMITTED BY: **Mercedes McNew**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **21050** PROJECT TITLE(S): **VOCA (CAC) 21/22** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA Grant	21050	0.00	72,722.58		72,722.58
E	005	3995	51200	Regular Salaries & Wages		212,059.00		18,578.69	193,480.31
E	005	3995	51200Z	Project Regular Salaries	21050	0.00	66,008.08		47,429.40
E	005	3995	52100Z	Project FICA Taxes	21050	0.00	3,427.45		3,427.45
E	005	3995	52200Z	Project Retirement Contribution	21050	0.00	1,344.10		1,344.10
E	005	3995	52300Z	Project Life & Health Insurance	21050	0.00	5,926.32		5,926.32
E	005	3995	52400Z	Project Workers Comp	21050	0.00	155.32		155.32
E	005	3995	55200Z	Project Operating Supplies	21050	0.00	14,440.00		14,440.00

REASON: **To set up 21/22 allocation of VOCA funds to pay for 75% of CAC Mental Health Therapist salary and the match portion of $18,578.69 of CAC Manager's salary.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-024

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-41

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 20-21-024 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 20-21-024 is hereby approved and authorized to appropriate funding in the amount of $72,722.58, for project #21050 VOCA CAC 21/22, that will be received from the State of Florida Office of the Attorney General and be used to pay 75% of the Children's Advocacy Center's Licensed Mental Health Counselor position.

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 21st day of December, 2021.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

FY 2021/2022

(GRANT PERIOD October 1, 2021 through September 30, 2022)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

GRANT NO: VOCA-2021-Highlands County Sheriff'-00785

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2021, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2022. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at:

http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com/. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as

contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of

performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $191,789.00.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of

the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public

making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability,

national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2021. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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.

The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2021-Highlands County Sheriff'-00785 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

In accordance with section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.uscis.gov/e-verify/employers, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The OAG may request documentation of compliance with this provision at any time during the Contract term. The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the approved 2021-2022 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, have executed this agreement.

Randy Vosburg

Authorizing Official

Randy Vosburg

Print Name

Oct 1, 2021

Date

/s/ Richard H. Martin

OAG Authorizing Official

Richard H. Martin

Print Name

Oct 1, 2021

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

59-6000655

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General

Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	**Office of the Attorney General Victims of Crime Act Grant**	**2021-2022**

Subrecipient Name and Address HIGHLANDS COUNTY BOARD OF COUNTY COMMISSI 600 S. Commerce Ave. Sebring, Florida 33870-3809	OAG Grant Number VOCA-2021-Highlands County Sheriff'-00785	
Subrecipient DUNS Number 073234783	Project Period: From 10/1/2021 To 9/30/2022	
Subrecipient IRS/Vendor/FEIN Number 596000655	Budget Period: From 10/1/2021 To 9/30/2022	
Project Title OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula	Award Date 09/28/2021 Federal Indirect Cost Rate or De Minimis Rate	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $191,789.00	Total Award $191,789.00

Special Conditions

The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)

16.575 - Crime Victim Assistance

Summary Description of Project

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2022 (pending) 2019-2020: From 10/1/2018 to 9/30/2022
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019	OVC Total Award to OAG $210,755,732 $143,823,948
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date /s/ Richard H. Martin Oct 1, 2021	Signature, Agency Executive Director, Date Randy Vosburg Oct 1, 2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER:	**Leah Sauls, Development Services Director** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Request adoption of resolution 21-22-43 for Budget Amendment 21-22-025 to bring unreserved fund 180 balance forward into project 21054 for building department expansion.**

STATEMENT OF ISSUE

The Building Department has outgrown the office space they are currently occupying. The current state of development is requiring a larger lobby space for the public and additional space for building staff. The transfer of unreserved funds to a building expansion project is allowed per Florida Statute, and has been determined to be the best use of funds in continuing to serve the public at the greatest levels possible.

RECOMMENDED ACTION

Move to adopt resolution 21-22-43 for Budget Amendment 21-22-025 to bring unreserved fund 180 balance forward into project 21054 for building department expansion.

FISCAL IMPACT

The fiscal impact is an increase to Fund 180 (Building) and the overall budget in the amount of $2,200,000 and is being appropriated in project 21054 (Building Dept. Bldg Expansion).

Attachments: 21-22-025 Project 21054 Building Dept Building Expansion (BA).pdf
Res. 21.22.43_Building_Dept_Project_21054.BA.pdf

REVIEWED
O.M.B DEPARTMENT
December 8, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **12/3/2021** SUBMITTED BY: **Leah Sauls**

FUND(S): **180** FUND TITLE(S): **Building** COST CENTER(S) #: **3440A**

PROJECT(S) #: **21054** PROJECT TITLE(S): **Bldg Dept Bldg Expansion** COST CENTER TITLE(S): **Building Department**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**180**		**3999100**	**Fund Balance Brought Forward**		**129,938.00**	**2,200,000.00**		**2,329,938.00**
E	**180**	**3440A**	**56200Z**	**Project Buildings**	**21054**	**0.00**	**2,200,000.00**		**2,200,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To bring fund balance forward for Project 21054 - Building Dept. Building Expansion, as the department has out grown their current space.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-025**

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

610

RESOLUTION NO. 21-22-43

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 20-21-025 TO THE BUILDING 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 Building 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 20-21-025 is hereby approved and authorized to appropriate funding in the amount of $2,200,000.00, for project #21054, that will be spent to expand the current building department space to better serve the public.

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 21st day of December, 2021.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 21, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of resolution 21-22-42 for Budget Amendment 21-22-021 to rollover encumbrances from fiscal year 20/21 into fiscal year 21/22.**

STATEMENT OF ISSUE

On October 20, 2021, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 20/21 into FY 21/22. Therefore, this budget amendment is merely revising the FY 21/22 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 20/21 to complete the transactions for the goods and services in FY 21/22 that are still needed. Any project balances in FY 21/22 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 21-22-42 for Budget Amendment 21-22-021 to rollover encumbrances from fiscal year 20/21 into fiscal year 21/22.

FISCAL IMPACT

The fiscal impact will be an increase to the overall budget in the amount of $7,747,833.84 by rolling forward authorized expenditures in FY 20/21 into FY 21/22 to be paid within FY 21/22. The following funds were affected: Fund 005 General ($468,433.58), Fund 110 Transportation Trust ($216,221.97), Fund 151 Infrastructure Surtax ($5,857,661.78), Fund 152 Tourist Development Trust ($117,512.52), Fund 162 Affordable Housing Assistance ($3,289.00), Fund 166 SHIP ($22,623.00), Fund 170 Special Law Enforcement ($7,500.00), Fund 155 Hospital District ($6,666.89), Fund 179 Court Technology ($1,728.18), Fund 180 Building ($88,354.60), Fund 181 Fire Assessment ($67,838.77), HCFPIRN LTD Capital ($425,150.27), Fund 401 Solid Waste ($463,590.16), and Fund 420 Energy Recovery ($1,263.12).

Attachments: 21-22-021 Encumbrance Roll (BA)1.pdf
Res. 21.22.42_Encumbrances_Roll.BA.pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/21/2021** 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
R	005		3999110	ENCUMB CARRIED FORWARD		-	314,274.00	-	314,274.00
E	005	1003	54100	COMMUNICATIONS & FREIGHT		4,997.00	469.77	-	5,466.77
E	005	1031	54400	RENTALS & LEASES		455.00	1,262.00	-	1,717.00
E	005	2101	54400	RENTALS & LEASES		1,269.00	118.49	-	1,387.49
E	005	2101	54900	OTHER CHARGES/ OBLIGATIONS		-	200.00	-	200.00
E	005	2101	55200	OPERATING SUPPIES		330.00	997.57	-	1,327.57
E	005	2107	53400	CONTRACTUAL SERVICES		3,800.00	249.00	-	4,049.00

REASON: **Roll prior year encumbrances forward to FY 21-22.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # 21-22-021

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 # 21-22-021

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2107	54900	OTHER CHARGES/OBLIGATIONS		6,859.00	411.11	-	7,270.11
E	005	2107A	53400	CONTRACTUAL SERVICES		5,013.00	4,279.00	-	9,292.00
E	005	2109	53400	CONTRACTUAL SERVICES		-	177.70	-	177.70
E	005	2109	54800	PROMOTIONAL ACTIVITIES		5,950.00	75.00	-	6,025.00
E	005	2111	53100	PROFESSIONAL SERVICES		71,500.00	38,500.00	-	110,000.00
E	005	2111	53400	CONTRACTUAL SERVICES		105,580.00	590.97	-	106,170.97
E	005	2111	54400	RENTALS AND LEASES		4,455.00	390.96	-	4,845.96
E	005	2111	54600	REPAIR & MAINTENANCE		146,975.00	27.72	-	147,002.72
E	005	2111	54900	OTHER CHARGES/OBLIGATIONS		65,175.00	2,300.00	-	67,475.00
E	005	2111	55200	OPERATING SUPPLIES		9,750.00	2,351.06	-	12,101.06
E	005	2111	55230	ATTRACTIVE PROP-INVENTORY		-	4,247.96	-	4,247.96
E	005	2558	56810	PC SOFTWARE PURCH $25K+		-	7,147.51	-	7,147.51
E	005	2672	54400	RENTALS AND LEASES		7,095.00	23.85	-	7,118.85
E	005	2672	54900	OTHER CHARGES/OBLIGATIONS		3,700.00	2,700.00	-	6,400.00
E	005	2672	55200	OPERATING SUPPLIES		60,443.00	44.23	-	60,487.23
E	005	2700	53413	CFRP COUNCIL		-	7,500.00	-	7,500.00
E	005	2700	55200	OPERATING SUPPLIES		8,340.00	0.02	-	8,340.02
E	005	2810	53100	PROFESSIONAL SERVICES		131,600.00	47,987.11	-	179,587.11
E	005	2810	53400	CONTRACTUAL SERVICES		11,330.00	2,832.50	-	14,162.50
E	005	2810	54800	PROMOTIONAL ACTIVITIES		4,000.00	1,800.00	-	5,800.00
E	005	2810	55404	DUES & MEMBERSHIPS		2,060.00	125.00	-	2,185.00
E	005	2991	54400	RENTALS AND LEASES		2,259.00	332.92	-	2,591.92
E	005	2991	55200	OPERATING SUPPLIES		3,648.00	1,478.16	-	5,126.16
E	005	3400	54100	COMMUNICATIONS & FREIGHT		1,569.00	420.00	-	1,989.00
E	005	3991	54600	REPAIR & MAINTENANCE		60,261.00	2,719.82	-	62,980.82
E	005	3991	55200	OPERATING SUPPLIES		11,690.00	5,682.00	-	17,372.00
E	005	3995	51300	OTHER SALARIES & WAGES		-	290.00	-	290.00

E	005	3995	53400	CONTRACTUAL SERVICES	-	779.37	-	779.37
E	005	3998B	54600	REPAIR & MAINTENANCE	29,050.00	5,520.28	-	34,570.28
E	005	3998B	55211	GAS & OIL	1,431.00	816.03	-	2,247.03
E	005	5105	53400	CONTRACTUAL SERVICES	283,022.00	104,612.11	-	387,634.11
E	005	5105	54100	COMMUNICATIONS & FREIGHT	72,266.00	100.00	-	72,366.00
E	005	5105	54300	UTILITY SERVICES	38,942.00	2,940.56	-	41,882.56
E	005	5105	54400	RENTALS AND LEASES	11,311.00	144.41	-	11,455.41
E	005	5105	54600	REPAIR & MAINTENANCE	219,600.00	10,225.23	-	229,825.23
E	005	5105	54900	OTHER CHARGES/OBLIGATIONS	6,567.00	150.00	-	6,717.00
E	005	5105	55200	OPERATING SUPPLIES	377,483.00	38,025.43	-	415,508.43
E	005	5229	55200	OPERATING SUPPLIES	3,576.00	269.69	-	3,845.69
E	005	6105	54600	REPAIR & MAINTENANCE	20,880.00	400.00	-	21,280.00
E	005	6209	56600	BOOKS PUBLICATIONS	30,000.00	2,197.18	-	32,197.18
E	005	6210	54600	REPAIR & MAINTENANCE	4,128.00	350.00	-	4,478.00
E	005	6210	55200	OPERATING SUPPLIES	5,508.00	1,996.00	-	7,504.00
E	005	6210	56600	BOOKS PUBLICATIONS	62,000.00	2,122.86	-	64,122.86
E	005	6211	56600	BOOKS PUBLICATIONS	30,000.00	1,284.60	-	31,284.60
E	005	6212	56600	BOOKS PUBLICATIONS	60,500.00	4,068.82	-	64,568.82
E	005	6302	55211	GAS & OIL	1,625.00	540.00	-	2,165.00
R	110		3999110	ENCUMB CARRIED FORWARD	-	169,758.13	-	169,758.13
E	110	4101	53100	PROFESSIONAL SERVICES	40,000.00	8,812.50	-	48,812.50
E	110	4102	53400	CONTRACTUAL SERVICES	81,500.00	7,500.00	-	89,000.00
E	110	4102	53402	HAULING	226,200.00	15,538.29	-	241,738.29
E	110	4102	54100	COMMUNICATIONS & FREIGHT	30,936.00	6,691.71	-	37,627.71
E	110	4102	54600	REPAIR & MAINTENANCE	799,166.00	41,552.33	-	840,718.33
E	110	4102	54605	SIGNALS	62,590.00	2,571.00	-	65,161.00
E	110	4102	54900	OTHER CHARGES/OBLIGATIONS	13,954.00	200.00	-	14,154.00
E	110	4102	55200	OPERATING SUPPLIES	36,290.00	4,497.34	-	40,787.34
E	110	4102	55300	ROAD MATERIALS & SUPPLIES	153,930.00	8,054.63	-	161,984.63

E	110	4102	55307	CULVERTS	50,000.00	60.20	-	50,060.20
E	110	4103	54100	COMMUNICATIONS & FREIGHT	1,740.00	927.14	-	2,667.14
E	110	4104	54400	RENTALS AND LEASES	12,190.00	2,229.66	-	14,419.66
E	110	4104	54600	REPAIR & MAINTENANCE	56,939.00	2,500.00	-	59,439.00
E	110	4105	54100	COMMUNICATIONS & FREIGHT	15,442.00	754.71	-	16,196.71
E	110	4105	54400	RENTALS AND LEASES	36,426.00	167.58	-	36,593.58
E	110	4105	54605	SIGNALS	53,000.00	7,200.00	-	60,200.00
E	110	4105	54609	HIGHWAY LIGHTING MAINT	35,000.00	19,670.00	-	54,670.00
E	110	4105	55210	PAVEMENT MARKING MATERIAL	86,000.00	30,000.00	-	116,000.00
E	110	4105	55403	EDUCATION & TRAINING	4,978.00	1,800.00	-	6,778.00
E	110	4105	56400	MACHINERY & EQUIPMENT	-	6,517.00	-	6,517.00
E	110	4108	54600	REPAIR & MAINTENANCE	54,787.00	296.65	-	55,083.65
E	110	4998	53400	CONTRACTUAL SERVICES	5,000.00	2,217.39	-	7,217.39
R	151		3999110	ENCUMB CARRIED FORWARD	-	210,638.80	-	210,638.80
E	151	2672A	56300	IMPROVEMENTS OTHER THAN	-	3,303.02	-	3,303.02
E	151	3101B	56400	MACHINERY & EQUIPMENT	440,000.00	49,404.00	-	489,404.00
E	151	4102A	55303	RESURFACE ASPHALT	2,700,000.00	94,892.78	-	2,794,892.78
E	151	4102A	56400	MACHINERY & EQUIPMENT	150,000.00	63,039.00	-	213,039.00
R	152		3999110	ENCUMB CARRIED FORWARD	-	100,762.52	-	100,762.52
E	152	5301	54400	RENTALS AND LEASES	1,350.00	123.61	-	1,473.61
E	152	5301	55200	OPERATING SUPPLIES	527.00	397.77	-	924.77
E	152	5305	53400	CONTRACTUAL SERVICES	180,000.00	91,616.14	-	271,616.14
E	152	5305	54800	PROMOTIONAL ACTIVITIES	334,618.00	8,625.00	-	343,243.00
R	170		3999110	ENCUMB CARRIED FORWARD	-	7,500.00	-	7,500.00
E	170	3107	53100	PROFESSIONAL SERVICES	-	7,500.00	-	7,500.00

R	179		3999110	ENCUMB CARRIED FORWARD	-	1,728.18	-	1,728.18
E	179	1003B	54100	COMMUNICATIONS & FREIGHT	1,854.00	1,194.30	-	3,048.30
E	179	1003B	55100	OFFICE SUPPLIES	5,893.00	437.00	-	6,330.00
E	179	1003B	55200	OPERATING SUPPLIES	5,047.00	96.88	-	5,143.88
R	180		3999110	ENCUMB CARRIED FORWARD	-	88,354.60	-	88,354.60
E	180	3440A	53400	CONTRACTUAL SERVICES	85,219.00	3,865.60	-	89,084.60
E	180	3440A	54900	OTHER CHARGES/OBLIGATIONS	390.00	585.00	-	975.00
E	180	3440A	56400	MACHINERY & EQUIPMENT	108,166.00	83,904.00	-	192,070.00
R	181		3999110	ENCUMB CARRIED FORWARD	-	67,838.77	-	67,838.77
E	181	3217	54100	COMMUNICATIONS & FREIGHT	94,504.00	441.65	-	94,945.65
E	181	3217	54300	UTILITY SERVICES	63,275.00	2,800.21	-	66,075.21
E	181	3217	54400	RENTALS AND LEASES	21,508.00	279.45	-	21,787.45
E	181	3217	54600	REPAIR & MAINTENANCE	285,483.00	3,100.00	-	288,583.00
E	181	3217	54900	OTHER CHARGES/OBLIGATIONS	7,448.00	100.00	-	7,548.00
E	181	3217	55200	OPERATING SUPPLIES	450,004.00	23,539.50	-	473,543.50
E	181	3217	56400	MACHINERY & EQUIPMENT	161,080.00	37,577.96	-	198,657.96
R	401		3999110	ENCUMB CARRIED FORWARD	-	440,761.56	-	440,761.56
E	401	4210	53100	PROFESSIONAL SERVICES	1,045,000.00	23,749.84	-	1,068,749.84
E	401	4210	53116	MONITORING WELLS	24,000.00	5,918.00	-	29,918.00
E	401	4210	53117	HAZARDOUS WASTE	43,060.00	8,449.09	-	51,509.09
E	401	4210	53437	OTHER CONTRACTUAL SERVICE	153,020.00	360.00	-	153,380.00
E	401	4210	54100	COMMUNICATIONS & FREIGHT	16,115.00	1,737.00	-	17,852.00
E	401	4210	54600	REPAIR & MAINTENANCE	500,000.00	26,254.81	-	526,254.81
E	401	4210	54608	REPAIR&MAINT LEACHATE/GAS	59,800.00	18,568.82	-	78,368.82
E	401	4210	54900	OTHER CHARGES/OBLIGATIONS	53,250.00	100.00	-	53,350.00
E	401	4210	56400	MACHINERY & EQUIPMENT	198,000.00	328,069.00	-	526,069.00
E	401	4215	53100	PROFESSIONAL SERVICES	7,250.00	23,729.00	-	30,979.00
E	401	4215	53116	MONITORING WELLS	10,000.00	3,671.00	-	13,671.00
E	401	4218	53433	WASTE FRANCHISE	4,575,224.00	155.00	-	4,575,379.00

R	420		3999110	ENCUMB CARRIED FORWARD		-	1,263.12	-	1,263.12
E	420	4230	53400	CONTRACTUAL SERVICES		6,700.00	200.00	-	6,900.00
E	420	4230	54600	REPAIR & MAINTENANCE		86,546.00	313.12	-	86,859.12
E	420	4230	54900	OTHER CHARGES/OBLIGATIONS		89,839.00	750.00	-	90,589.00
R	005		3999110Z	PROJECT ENC FWD	02058	-	1,134.87	-	1,134.87
E	005	6303	53400Z	PROJECT CONTRACTUAL SVC	02058	14,400.00	1,134.87	-	15,534.87
R	151		3999110Z	PROJECT ENC FWD	04074	-	33,553.50	-	33,553.50
E	151	4102A	56300Z	PROJECT IMPROVEMENTS	04074	-	33,553.50	-	33,553.50
R	151		3999110Z	PROJECT ENC FWD	12054	-	12,700.00	-	12,700.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	12054	174,300.00	12,700.00	-	187,000.00
R	151		3999110Z	PROJECT ENC FWD	14033	-	70,153.73	-	70,153.73
E	151	2111A	56400Z	PROJECT EQUIPMENT	14033	590,287.00	70,153.73	-	660,440.73
R	005		3999110Z	PROJECT ENC FWD	15071	-	6,983.75	-	6,983.75
E	005	2106	56810Z	PROJ PC SFTWR PURCH $25K+	15071	-	6,983.75	-	6,983.75
R	151		3999110Z	PROJECT ENC FWD	16002	-	17,235.45	-	17,235.45
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	16002	847,996.00	17,235.45	-	865,231.45
R	151		3999110Z	PROJECT ENC FWD	16044	-	42,933.45	-	42,933.45
E	151	5106A	56200Z	PROJECT BUILDINGS	16044	606,323.00	42,933.45	-	649,256.45
R	005		3999110Z	PROJECT ENC FWD	17023	-	1,161.75	-	1,161.75
E	005	6303	53400Z	PROJECT CONTRACTUAL SVC	17023	59,230.00	1,161.75	-	60,391.75
R	151		3999110Z	PROJECT ENC FWD	17034	-	40,730.00	-	40,730.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	17034	1,365,941.00	40,730.00	-	1,406,671.00
R	151		3999110Z	PROJECT ENC FWD	17041	-	3,526.40	-	3,526.40
E	151	2672A	56200Z	PROJECT BUILDINGS	17041	115,025.00	3,526.40	-	118,551.40
R	151		3999110Z	PROJECT ENC FWD	17062	-	1,701,528.29	-	1,701,528.29
E	151	4102A	53100Z	PROJECT PROFESSIONAL SVC	17062	12,374.00	68,066.69	-	80,440.69
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	17062	80,683.00	1,633,461.60	-	1,714,144.60

R	151		3999110Z	PROJECT ENC FWD	17063	-	3,240,794.16	-	3,240,794.16
E	151	4102A	53100Z	PROJECT PROFESSIONAL SVC	17063	2,196.00	212,329.21	-	214,525.21
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	17063	257,330.00	3,028,464.95	-	3,285,794.95
R	166		3999110Z	PROJECT ENC FWD	17366	-	545.00	-	545.00
E	166	5367	54910Z	PROJ REHABILITATION	17366	-	545.00	-	545.00
R	151		3999110Z	PROJECT ENC FWD	18009	-	7,040.00	-	7,040.00
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	18009	1,255,762.00	7,040.00	-	1,262,802.00
R	355		3999110Z	PROJECT ENC FWD	18033	-	3,434.95	-	3,434.95
E	355	2685	56200Z	PROJECT BUILDINGS	18033	54,146.00	3,434.95	-	57,580.95
R	151		3999110Z	PROJECT ENC FWD	18034	-	4,700.00	-	4,700.00
E	151	2672A	56200Z	PROJECT BUILDINGS	18034	-	4,700.00	-	4,700.00
R	355		3999110Z	PROJECT ENC FWD	18034	-	1,800.00	-	1,800.00
E	355	2685	56200Z	PROJECT BUILDINGS	18034	-	1,800.00	-	1,800.00
R	355		3999110Z	PROJECT ENC FWD	18051	-	200,898.20	-	200,898.20
E	355	2685	56200Z	PROJECT BUILDINGS	18051	2,947,021.00	200,898.20	-	3,147,919.20
R	166		3999110Z	PROJECT ENC FWD	18366	-	1,730.00	-	1,730.00
E	166	5367	54910Z	PROJ REHABILITATION	18366	8,491.00	1,730.00	-	10,221.00
R	005		3999110Z	PROJECT ENC FWD	19001	-	1,268.05	-	1,268.05
E	005	3996	55200Z	PROJECT OPERATING SUPP	19001	-	1,268.05	-	1,268.05
R	151		3999110Z	PROJECT ENC FWD	19002	-	10,301.28	-	10,301.28
E	151	4102A	56301Z	PROJ CAPITAL INFRASTRUCTU	19002	16,855.00	10,301.28	-	27,156.28
R	151		3999110Z	PROJECT ENC FWD	19007	-	47,762.00	-	47,762.00
E	151	4102A	53100Z	PROJECT PROFESSIONAL SVC	19007	-	47,762.00	-	47,762.00
R	355		3999110Z	PROJECT ENC FWD	19010	-	18,867.17	-	18,867.17
E	355	2685	56200Z	PROJECT BUILDINGS	19010	106,549.00	18,867.17	-	125,416.17
R	005		3999110Z	PROJECT ENC FWD	19029	-	24,382.16	-	24,382.16
E	005	6303	53100Z	PROJECT PROFESSIONAL SVC	19029	-	24,382.16	-	24,382.16

R	005		3999110Z	PROJECT ENC FWD	19040	-	41,575.00	-	41,575.00
E	005	3996	56200Z	PROJECT BUILDINGS	19040	2,800,000.00	41,575.00	-	2,841,575.00
R	005		3999110Z	PROJECT ENC FWD	19041	-	42,020.24	-	42,020.24
E	005	6303	53100Z	PROJECT PROFESSIONAL SVC	19041	-	42,020.24	-	42,020.24
R	152		3999110Z	PROJECT ENC FWD	19044	-	16,750.00	-	16,750.00
E	152	5306	53100Z	PROJECT PROFESSIONAL SVC	19044	-	16,750.00	-	16,750.00
R	005		3999110Z	PROJECT ENC FWD	19049	-	9,918.00	-	9,918.00
E	005	5105	55200Z	PROJECT OPERATING SUPP	19049	6,305.00	9,918.00	-	16,223.00
R	005		3999110Z	PROJECT ENC FWD	19051	-	341.50	-	341.50
E	005	3996	58102Z	GOVT AGENCY-ADMIN/GOVT	19051	-	341.50	-	341.50
R	162		3999110Z	PROJECT ENC FWD	19055	-	3,289.00	-	3,289.00
E	162	5342	54910Z	PROJ REHABILITATION	19055	-	3,289.00	-	3,289.00
R	110		3999110Z	PROJECT ENC FWD	19057	-	28,563.84	-	28,563.84
E	110	4101	56400Z	PROJECT EQUIPMENT	19057	-	28,563.84	-	28,563.84
R	355		3999110Z	PROJECT ENC FWD	19058	-	200,149.95	-	200,149.95
E	355	2685	56400Z	PROJECT EQUIPMENT	19058	-	200,149.95	-	200,149.95
R	166		3999110Z	PROJECT ENC FWD	19366	-	20,348.00	-	20,348.00
E	166	5367	54910Z	PROJ REHABILITATION	19366	141,269.00	20,348.00	-	161,617.00
R	151		3999110Z	PROJECT ENC FWD	20006	-	107,136.00	-	107,136.00
E	151	4102A	56400Z	PROJECT EQUIPMENT	20006	-	107,136.00	-	107,136.00
R	110		3999110Z	PROJECT ENC FWD	20023	-	17,900.00	-	17,900.00
E	110	4105	56400Z	PROJECT EQUIPMENT	20023	-	17,900.00	-	17,900.00
R	005		3999110Z	PROJECT ENC FWD	20027	-	330.00	-	330.00
E	005	3995	53400Z	PROJECT CONTRACTUAL SVC	20027	-	330.00	-	330.00
R	151		3999110Z	PROJECT ENC FWD	20031	-	3,750.00	-	3,750.00
E	151	6101A	53100Z	PROJECT PROFESSIONAL SVC	20031	-	3,750.00	-	3,750.00

R	155		3999110Z	PROJECT ENC FWD	20036	-	6,666.89	-	6,666.89
E	155	1155	53400Z	PROJECT CONTRACTUAL SVC	20036	-	6,666.89	-	6,666.89
R	151		3999110Z	PROJECT ENC FWD	20039	-	161,200.00	-	161,200.00
E	151	5105A	56400Z	PROJECT EQUIPMENT	20039	-	161,200.00	-	161,200.00
R	151		3999110Z	PROJECT ENC FWD	20041	-	60,607.70	-	60,607.70
E	151	6101A	56400Z	PROJECT EQUIPMENT	20041	-	60,607.70	-	60,607.70
R	151		3999110Z	PROJECT ENC FWD	20042	-	81,371.02	-	81,371.02
E	151	6101A	56400Z	PROJECT EQUIPMENT	20042	-	81,371.02	-	81,371.02
R	401		3999110Z	PROJECT ENC FWD	20045	-	22,828.60	-	22,828.60
E	401	4210	53100Z	PROJECT PROFESSIONAL SVC	20045	-	22,828.60	-	22,828.60
R	005		3999110Z	PROJECT ENC FWD	20049	-	5,000.00	-	5,000.00
E	005	2810	53100Z	PROJECT PROFESSIONAL SVC	20049	-	5,000.00	-	5,000.00
R	005		3999110Z	PROJECT ENC FWD	20056	-	11,711.15	-	11,711.15
E	005	3996	53100Z	PROJECT PROFESSIONAL SVC	20056	-	11,711.15	-	11,711.15
R	005		3999110Z	PROJECT ENC FWD	20064	-	8,333.11	-	8,333.11
E	005	3995	53400Z	PROJECT CONTRACTUAL SVC	20064	-	8,333.11	-	8,333.11

BOARD OF COUNTY COMMISSIONERS

REQUEST # 21-22-021

FUND(S)	FUND TITLE(S)	FUND(S)	FUND TITLE(S)
005	General		
110	Transportation Trust		
151	Infrastructure Surtax		
152	Tourist Development Trust		
170	Special Law Enforcement Trust		
179	Court Tech 28.24(12)(E)1		
180	Building		
181	Fire Assessment		
401	Solid Waste		
420	Energy Recovery		
166	SHIP		
355	HCFPIRN LTD Capital Fund		
162	Affordable Housing Asst.		
155	Hospital District		

FND	CST CTR	PROJ #	PROJECT TITLE
005	6303	02058	Little Lake Jackson Alum
151	4102A	04074	Old SR 8 - Reonstruction
151	4102A	12054	Memorial Dr. Pipe Replacement
151	2111A	14033	Technology Infrastructure Improvements
005	2106	15071	Budget Software
151	4102A	16002	Sebring Parkway II Series 2002
151	5106A	16044	Animal Control Building
005	6303	17023	Jack Creek Watershed Mgmt
151	4102A	17034	Memorial Dr - Pompano Dr
151	2672A	17041	CAC FACILITY IMPROVEMENTS
151	4102A	17062	Sebring Pkwy PH IIA
151	4102A	17063	Sebring Pkwy PH IIB
166	5367	17366	SHIP Phase 26
151	4102A	18009	CR 623 (Kenilworth)
181	3217	18033	Fire Rescue Station 18
181	3217	18034	Fire/EMS Admin Bldg
355	2685	18051	Fire Rescue Station 36
166	5637	18366	SHIP PH 27
005	3996	19001	COVID - 19
151	4102A	19002	ADA Transition Plan FY 19-20
151	4102A	19007	New Traffic Ops Bldg
355	2685	19010	Desoto City ST 19

COST CENTE	COST CENTER TITLE(S)
1003	Gen Admin Public Defender
1031	Gen Op Courthouse Facilities
2101	Board of County Commissioners
2107	Human Resources
2107A	Risk Management
2109	Public Information
2111	Central Services
2558	Purchasing
2672	Facilities Management 005
2700	County Plan/Development 005
2810	Office of Economic Development
2991	Veteran Service Office
3400	Development Services
3991	Local Emergency Mgt Agency
3995	Children's Advocacy Center
3998B	Communications Program
5105	Ambulance Services
5229	Healthy Families Grant
6105	Sports Complex
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid
6212	Libraries - Countywide
6302	County Extension
4101	County Engineer
4102	Roads & Bridges -110
4103	Bridge & Concrete
4104	Maint Shop and Warehouse
4105	Traffic Operations
4108	County Shell Pit
4998	GIS
2672A	Facilities Management 151
3101B	Sheriff - 151
4102A	Transportation Projects
5301	Tourist Development - Operations
5305	Tourist Dev - Marketing & Promotions
3107	Confiscated Property - State
1003B	Public Defender - 179
3440A	Building Dept.

BOARD OF COUNTY COMMISSIONERS

REQUEST NUMBER 21-22-021

FND	CST CTR	PROJ #	PROJECT TITLE
005	6303	19029	Carter Creek WMP Alt Analysis
151	3991A	19040	EOC Building Remodel
005	6303	19041	Sebring Watershed Mgmt Proj.
152	5306	19044	Fishing Tournament Facility Improv.
005	5105	19049	CARES Act Provider Relief
005	3996	19051	HC CARES Act Relief Funds
162	5342	19055	COVID-19 Housing Assist Prog
110	4101	19057	Annex Building Generator
355	2685	19058	HP Class A Engine
166	5367	19366	SHIP Phase 28
151	4102A	20006	R&B Equipment
110	4105	20023	Hwy Lighting FY 20-21
005	3995	20027	SCALP 20-21
151	6101A	20031	Memorial Trail Head PH I
155	1155	20036	Hospital District Board 20/21
151	5105A	20039	Rechassis Ambulance
151	6101A	20041	HL Bishop Park Playground
151	6101A	20042	Sports Complex Playground
401	4210	20045	HCSWMC-Borrow Pit Mining
005	2810	20049	Rural Tookit Marketing
005	3996	20056	American Rescue Plan
005	3995	20064	FNCAC 21-22

COST CENTE	COST CENTER TITLE(S)
3217	Fire Assessment
4210	Refuse Disposal System
4215	Landfill Closure Program
4218	Refuse Collection Program
4230	Asphalt Plant
6303	Natural Resources
2111A	Central Services - 151
2106	Office of Mgmt & Budget
5106A	Animal Control - 151
6303	Natural Resources
5367	SHIP Program
2685	HCFPIRN LTD Capital Exps.
3996	Emergency/Disaster Relief
5306	Tourist Development - Lakes
5342	State Housing Initiatives
6101A	Recreation 151
1155	Hospital District
5105A	Ambulance Service 151

RESOLUTION NO. 21-22-42

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-021 TO THE GENERAL FUND, TRANSPORTATION TRUST FUND, INFRASTRUCTURE SURTAX FUND, TOURIST DEVELOPMENT TRUST FUND, AFFORDABLE HOUSING ASSISTANCE FUND, STATE HOUSING INITIATIVE PROGRAM FUND, SPEICIAL LAW ENFORCEMENT TRUST FUND, COURT TECH 28.24(12)(E)1 FUND, BUILDING FUND, FIRE ASSESSMENT FUND, HCFPIRN LTD CAPITAL FUND, HOSPITAL DISTRICT FUND, SOLID WASTE FUND AND ENERGY RECOVERY 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, Transportation Trust Fund, Infrastructure Surtax Fund, Tourist Development Trust Fund, Affordable Housing Assistance Fund, State Housing Initiative Program Fund, Special Law Enforcement Trust Fund, Court Tech 28.24(12)(E)1 Fund, Building Fund, Fire Assessment Fund, HCFPIRN LTD Capital Fund, Hospital District Fund, Solid Waste Fund and Energy Recovery 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 21-22-021 is hereby approved and authorized to roll forward encumbrances from fiscal year 20/21 into the current fiscal year 21/22 from the General Fund, Transportation Trust Fund, Infrastructure Surtax Fund, Tourist Development Trust Fund, Affordable Housing Assistance Fund, State Housing Initiative Program Fund, Speicial Law Enforcement Trust Fund, Court Tech 28.24(12)(E)1 Fund, Building Fund, Fire Assissment Fund, Hcfpirn Ltd

Capital Fund, Hospital District Fund, Solid Waste Fund And Energy Recovery Fund in the total amount of $7,747,833.84, to complete transactions for goods and services in fiscal year 21/22 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 21st day of December, 2021.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 21, 2021

PRESENTER:	**David Nitz, OMB Manager** **Angela Bollinger, Sr. Budget Analyst**
SUBJECT/TITLE:	**Request adoption of resolution 21-22-45 for Budget Amendment 21-22-028 to to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 21/22 budget to properly budget the final project line-up on the Adopted Capital Financial Strategy (CFS).**

STATEMENT OF ISSUE

This budget amendment is necessary in order to true up last minute Capital Financial Strategy (CFS) balancing items that did not make it into the Budget Software prior to Adoption; to bring Fund Balance Forward; to use Reserve Funds saved from the Emergency Operation Center (EOC) project funding source change; to assign Project #'s to approved projects as needed; and to move up one of the two Metal Storage Facilities in order to receive a 2 in 1 discount for out of state travel purposes of vendor and crane usage for set up.

RECOMMENDED ACTION

Move to adopt resolution 21-22-45 for Budget Amendment 21-22-028 to to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 21/22 budget to properly budget the final project line-up on the Adopted Capital Financial Strategy (CFS).

FISCAL IMPACT

The fiscal impact for FY 21/22 is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $997,060.00.

Attachments: 21-22-028 CFS Budget Additions_Project Assignments (BA).pdf
Res. 21.22.45_CFS_Budget_Additions.BA.pdf

REVIEWED
O.M.B DEPARTMENT
December 9, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **12/2/2021** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** 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	151	2672A	56300Z	Project Improvements		200,000.00		59,544.11	140,455.89
E	151	2672A	56300Z	Project Improvements	21032	0.00	402,529.11		402,529.11
E	151	2672A	56200Z	Project Buildings		960,003.40		74,500.00	885,503.40
E	151	2672A	56200Z	Project Buildings	21053	0.00	74,500.00		74,500.00
E	151	2672A	56200Z	Project Buildings	21033	0.00	200,000.00		200,000.00
E	151	2672A	56200Z	Project Buildings	21027	0.00	70,000.00		70,000.00
E	151	2672A	56200Z	Project Buildings	17035	100,000.00	400,000.00		500,000.00

REASON: **To true up last minute CFS balancing items that did not make it into the Budget Software prior to Adoption; to assign Project #'s as needed; to move up one of the two Metal Storage Facilities in order to receive a 2 in 1 discount for out of state travel purposes of Vendor and crane usage for set up.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-028**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

XX ITEM TO ITEM

XX RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-XXX

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	2672A	56100Z	Project Land	21038	0.00	200,000.00		200,000.00
E	151	2672A	56400Z	Project Equipment		264,253.89		95,813.00	168,440.89
E	151	2672A	56400Z	Project Equipment	21034	0.00	155,532.00		155,532.00
E	151	2672A	56400Z	Project Equipment	21036	0.00	50,000.00		50,000.00
E	151	3991A	56400Z	Project Equipment		30,000.00		30,000.00	-
E	151	3991A	56400Z	Project Equipment	21037	0.00	74,400.00		74,400.00
E	151	2111A	56400Z	Project Equipment		1,336,940.73		706,500.00	630,440.73
E	151	2111A	56400Z	Project Equipment	21035	0.00	517,956.00		517,956.00
E	151	2111A	56400Z	Project Equipment	21047	0.00	560,500.00		560,500.00
E	151	2111A	56400Z	Project Equipment	21048	0.00	90,000.00		90,000.00
E	151	2111A	56200Z	Project Buildings	21049	0.00	75,000.00		75,000.00
E	151	3101B	56200	Buildings		65,000.00	-	65,000.00	-
E	151	3101B	56200Z	Project Buildings	21030	0.00	65,000.00		65,000.00
E	151	3322A	56400	Machinery & Equipment		261,772.00		232,164.00	29,608.00
E	151	3322A	56400Z	Project Equipment	21028	0.00	232,164.00		232,164.00
E	151	4102A	56200	Buildings		670,000.00		670,000.00	-
E	151	4102A	56100Z	Project Land	21039	0.00	100,000.00		100,000.00
E	151	4102A	56100Z	Project Land	21044	0.00	500,000.00		500,000.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-XXX

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56100Z	Project Land	21045	0.00	70,000.00		70,000.00
E	151	4102A	56300Z	Project Improvements		2,178,747.50		425,000.00	1,753,747.50
E	151	4102A	56300Z	Project Improvements	21040	0.00	250,000.00		250,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	21046	0.00	225,000.00		225,000.00
E	151	9990B	59900	Reserve for Contingency		1,132,000.00		957,000.00	175,000.00
R	151		3999100	Fund Balance Brought Forward		1,328,159.00	997,060.00		2,325,219.00
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Form Revised 08/05/2020

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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-XXX

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CENTER(S)	COST CENTER TITLE(S)
2672A	Facilities Management 151
3991A	Local Emergency Management Agency 151
2111A	Central Services 151
3101B	Sheriff 151
3322A	County Jail 151
4102A	Transportation Projects
9990B	Budget Expenditure AC/151

FND	CST CTR	PROJ #	PROJECT TITLE
151	2672A	21032	County Facility Improvements
151	2672A	21053	Sebring Health Dept/Healthy Families Roof Rplc
151	2672A	21033	County Facility Roof Replacements
151	2672A	21027	Two Metal Storage Bldgs
151	2672A	17035	Sebring Tax Collector Office Remodel
151	2672A	21038	Property Acquisition
151	2672A	21034	Generator Replacement
151	2672A	21036	HVAC Unit Replacements
151	3991A	21037	EM AC/Generator Replacements
151	2111A	21035	Capital Outlay <$25K

FND	CST CTR	PROJ #	PROJECT TITLE
151	2111A	21047	Technology Infrastructure Improvements
151	2111A	21048	CCC - Two Vehicles
151	2111A	21049	Clerk Office Remodel PH 5
151	3101B	21030	SO BUILDING
151	3322A	21028	JAIL COMM DISHWASHER
151	4102A	21039	ROW Land Acquisition
151	4102A	21044	Land Purchase ROW Hammock Rd
151	4102A	21045	Land Purchase ROW Sebring Basin
151	4102A	21040	Drainage Improvements
151	4102A	21046	Spring Lake Drainage Imp

Form Revised 08/05/2020

RESOLUTION NO. 21-22-45

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 20-21-028 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 20-21-028 is hereby approved and authorized to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 21/22 budget to properly budget the final project line-up on the Adopted Capital Financial Strategy (CFS) in the amount of $997,060.00.

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 21st day of December, 2021.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

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 13 ,2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG 2.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
2	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
3	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
4	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
5	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
6	Priority 7	David Nitz	Tract J project	SS-Need more info
7	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR-Need more info
8	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
9	Priority 4	Liz Barber	American Rescue Plan Act Funds Interlocal	SS-Under review
10	Priority 4	Clinton Howerton Leah Sauls	Lot Splitting	SS-under review
11	Priority 5 &7	Clinton Howerton	Recycling Site Agreement Interlocal	SS-under review
12	Priority 4	Sandra Vazquez	5-year Capital Improvement Schedule	SS-FINISHED
13	Priority 4	Laurie Hurner	Monday.com	MR-Under review
14	Priority 4	Ric Fleeger	Girl Scout Building Lease	MR-Need more info
15	Priority 4	Meghan DiGiacomo	Facilitated Process Improvement Strategy Report	SS-Under review
16	Priority 4	Melony Culpepper	DEO Response	SS-Under review-need more info
17	Priority 4	Liz Barber/Garrett Roberts	Dispatch Console Upgrade	SS/MR-Need more info
18	Priority 4	Liz Barber	EDA Grant	SS-Under review
19	Priority 4	Ingra Gardener	Neighborly Software Agreement	MR

20	Priority 4	Roxanna Taylor	COPCN's	MR-Under review

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Randy Vosburg, County Administrator**

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

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of December 7, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 12.21.2021.pdf
Status - Project Updates (FINAL) 12.21.2021.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statue, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing completed for all locations, except City of Sebring, and hydraulic modeling has commmenced.	Kimley-Horn working on suggested next steps/deliverables for ongoing efforts and implementation. Hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Kimley Horn is still combining the paper maps from Sebring. Sebring hydraulic modeling is the last part to be completed by summer 2022.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Negotiating locations with Avon Park and Sebring; awaiting interlocal agreement with Lake Placid for collection center sites.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Working with consultant for dewatering portion	Bid Project	On going
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	1/10/2022
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	12/20/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	12/7/2021
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Approval of 100% plansby FDOTand preparation of BID documents.	Approval of BID documents	12/3/2021
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study, now researching best steps to move forward implementing by issuing a RFI in the next couple of weeks. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure.	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at exsisting stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Forwarded notes to architect; met with architect to design animal only shelter on site. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 21, 2021

PRESENTER: **Clinton Howerton, Jr. P.E. - County Engineer**

SUBJECT/TITLE: **Presentation of action proposed to address drainage concerns in and around the Sebring Falls Mobile Home Park.**

STATEMENT OF ISSUE

Presentation of action proposed to address drainage concerns in and around the Sebring Falls Mobile Home Park. In recent years it has been brought to the County staff's attention that during heavy rainfall events, the stormwater conveyance system in the area of Sebring Falls mobile home park and adjacent businesses in the area are being overwhelmed. Staff is working on a project to address both water quantity and water quality for this area to alleviate these concerns.

RECOMMENDED ACTION

Presentation only, no action needed.

FISCAL IMPACT

No fiscal impact at this time. Presentation only.

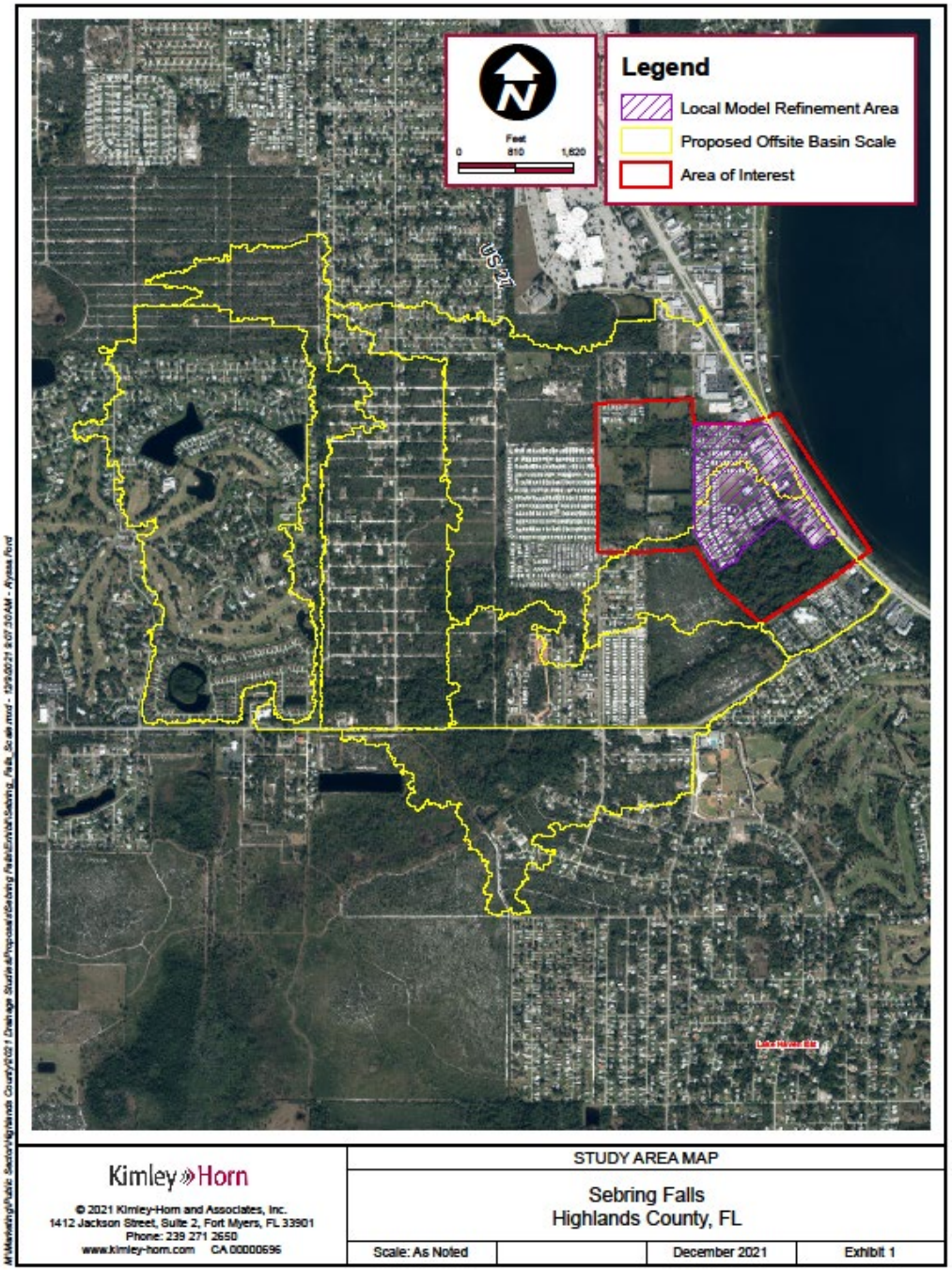
Attachments: sebring falls overview 12-21-21.pdf

Highlands County Board of County Commissioners

Overview of drainage concerns and plan of action for Sebring Falls area.

December 21, 2021

Highlands County Board of County Commissioners Engineering Department
Clinton Howerton Jr., P.E. - County Engineer



Sebring Falls

Drainage Basin Map

Sebring Falls Drainage

Existing Concerns

- Stormwater runoff overwhelming existing ditches and pipes in Sebring Falls mobile home park
- Water from Sebring Falls enters private properties and overwhelms their drainage facilities
- Stormwater also overwhelms conveyance pipes under US 27 on way to Lake Jackson, causing roadway flooding on 27.
- Existing conveyance not designed for high flow events
- Existing ditches have been filled in or inadequate sized pipes used in ditches

Sebring Falls Drainage

Existing Concerns



Sept 4, 2016

High water levels in park

Sebring Falls Drainage

Existing Concerns



Sept 4, 2016

High water levels in park

Sebring Falls Drainage

Existing Concerns

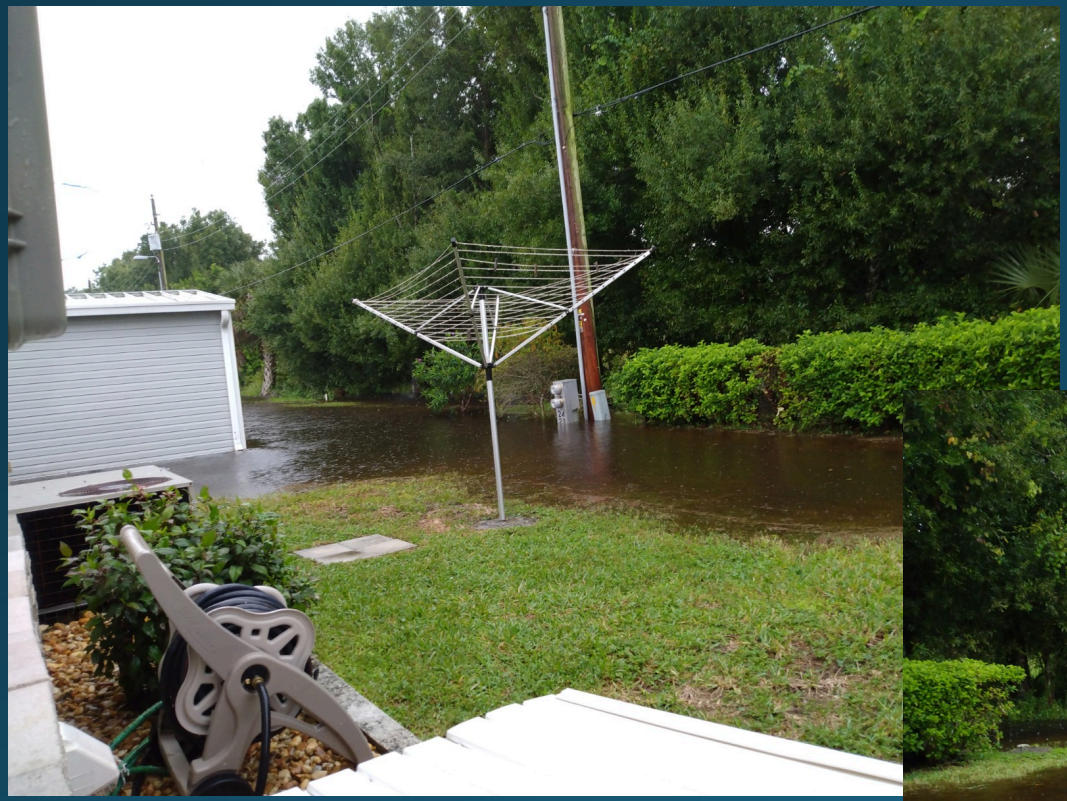


Sept 4, 2016

High water levels in park

Sebring Falls Drainage

Existing Concerns



Sept 21, 2021

High water levels in park



Sebring Falls Drainage

Existing Concerns



Sept 21, 2021

High water levels in park

Sebring Falls Drainage

Existing Concerns



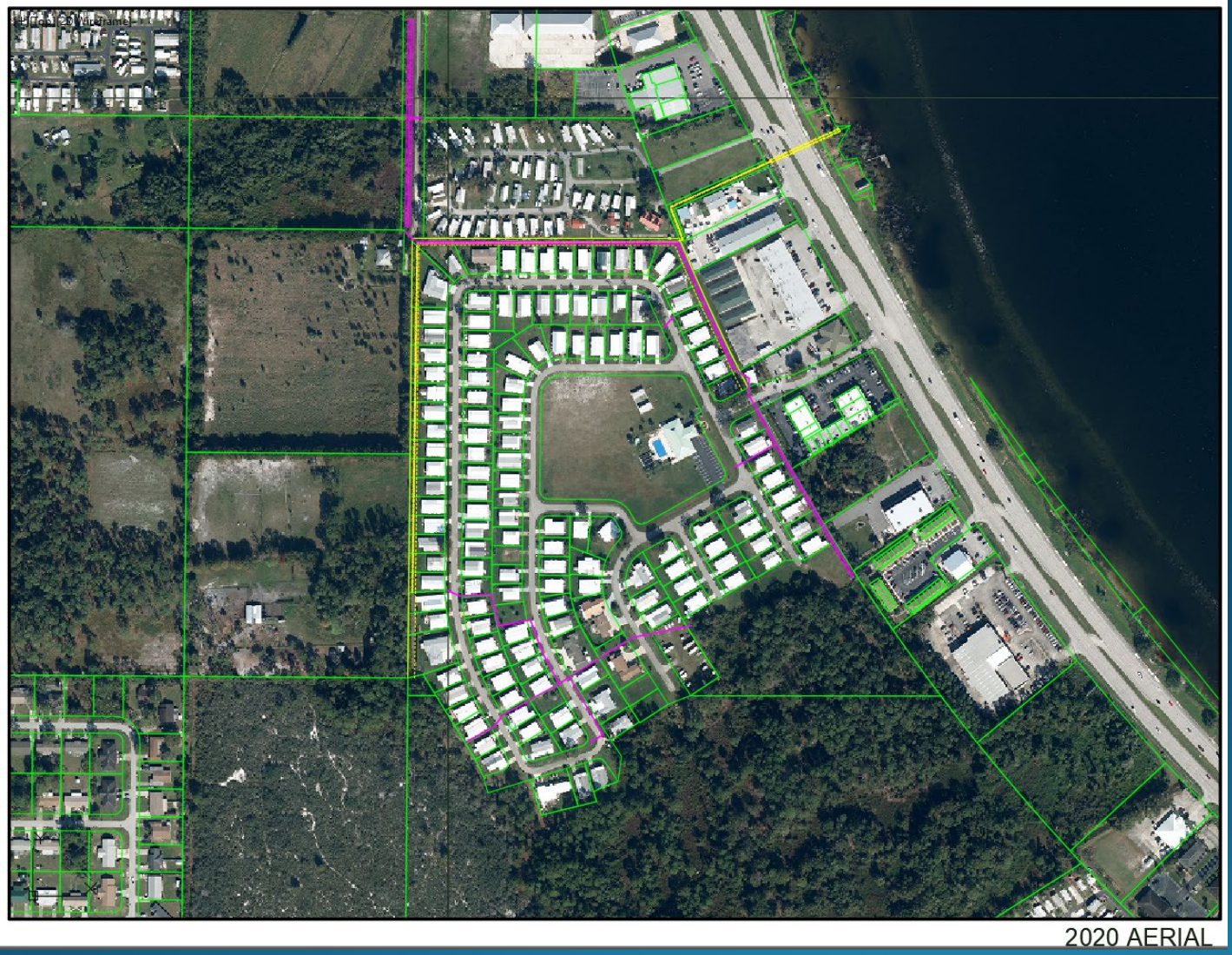
Sebring Falls Drainage

Existing Concerns



Sebring Falls Drainage

Existing Concerns



Sebring Falls Drainage

Plan for Action

- Area is included in the Sebring Basin Cooperative Funding Initiative project with Southwest Florida Water Management District.
  - Currently $350,000 budgeted. Additional $60,000 needed requested.
  - Highlands County providing 25% of these funds.
- Area was included in concern areas for inclusion in State Revolving Fund loan request.
  - Application approved Nov 2021 and submitted.

Sebring Falls Drainage

SRF Option

- Expected to receive approval to start drawing SRF funding sources by March 2022
  - County to be responsible to repay the funds used.
- Modeling for this area expected to cost approx. $150,000 and take 9-12 months
  - Will include alternative analysis on options
  - Will include a technical recommendation to move forward
  - Will provide a draft phasing plan

Sebring Falls Drainage

SRF Option

- After initial study and alternatives are evaluated, project would then move forward to request funding to design, permit, and construct recommended improvements.
- Design and permitting – 6-9 months
- Construction – 6-9 months
- Total design through project closeout time expected to take approximately 24 months.
- Costs expected to vary from $1.5 to $2.5 million depending on amount of work needed.

Sebring Falls Drainage

- No Board action necessary at this time. Project will progress and approvals from BOCC forthcoming for selection of consultant to begin modeling and design alternative analysis.

Sebring Falls Drainage

Questions/Comments??

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from December 7, 2021 to December 20, 2021

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 21, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **County Administrator's Evaluation Results**

STATEMENT OF ISSUE

Randy Vosburg was appointed as County Administrator beginning December 1, 2017. Per the contract between the Board and Randy, an annual evaluation is to be conducted prior to December 31st of each year. The evaluation process has been completed and this item is brought for informational purposes and transparency.

The evaluation focuses on four main categories, each worth up to 25 points, for a total maximum score of 100 points. The four categories are (1) Job Knowledge, (2) Problem Analysis/Decision Making, (3) Management and Leadership, and (4) Communication and Cooperation with the Board.

The average score from the Commissioners for the County Administrator is 98.2, with individual scores as follows: Commissioner Campbell - 100; Commissioner Kirouac - 91; Commissioner Rapp - 100; Commissioner Roberts - 100, and Commissioner Tuck - 100.

RECOMMENDED ACTION

No action is required

FISCAL IMPACT

Per the Board contract with the County Administrator, the average evaluation score of 98.2 is considered in the merit range of 90 to 100 and constitutes a 3% salary increase. Merit increases are awarded the first full pay period in April, therefore; the fiscal impact to the general fund for FY 21-22 will be approximately $2,388.00 plus benefits.

Attachments: R Vosburg Evaluations 2021.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PERFORMANCE EVALUATION
COUNTY ADMINISTRATOR

This evaluation is designed to objectively reflect an accurate measure of the performance, productivity and effectiveness of the County Administrator in serving the citizens of Highlands County. Upon completion, please review your evaluation with the County Administrator. The original shall be maintained in the County Administrator's personnel file.

PERSONNEL INFORMATION

County Administrator's name: Randy Vosburg

County Commissioner/evaluator: Chris Campbell

Evaluation Period: 1/1/21 to 11/8/21

EVALUATOR'S INSTRUCTIONS

Every area of evaluation should be accompanied by a written explanation that corresponds to the criteria listed in that area. The elements listed under each category are guidelines to help the evaluator in preparing written justification, and are not meant to be exclusive. Evaluator should explain his/her rationale for the rating assigned to each category. Additional sheets may be attached as necessary. **Please print legibly in ink or type all responses.**

COUNTY ADMINISTRATOR

Please read the evaluation and discuss it with the evaluating county commissioner. You are encouraged to write your comments in the space provided, immediately after the evaluation discussion, prior to signing the evaluation. (Please keep in mind that an objective of the evaluation process is to provide you a better understanding of how the commissioner sees your on-the-job performance in relation to the standards set for the position of County Administrator.)

DEFINITIONS OF PERFORMANCE RATINGS

EXCEPTIONAL (90-100 total points or 22.5-25 points/category)- Consistently and significantly surpasses all reasonable expectations relating to the elements which comprise the rating category.

GOOD (80 - 89 total points or 20-22.49 points/category)- Often surpasses reasonable expectations relating to those elements which comprise the rating category without being appreciably deficient in any aspect of the category.

SATISFACTORY (70 - 79 total points or 17.5-19.99 points/category)- Achieves reasonable expectations relating to those elements which comprise the rating category.
Demonstrates an acceptable degree of competence and performance as described in the rating category.

POOR (60 – 69 total points or 15 to 17.49 points/category)- Achieves minimum expectations relating to the elements which comprise the rating category. Requires
further development in certain areas to meet overall expectations.

UNSATISFACTORY (59 total points and below or 14.99 and below points/category)-Fails to achieve minimal reasonable expectations of elements described in the rating category.

JOB KNOWLEDGE (up to 25 points)

- Informed concerning County policies, practices and procedures.
- Knowledgeable of state and federal regulations and laws governing County government.
- Knowledgeable of budget procedures, practices and fiscal management techniques.
- Knowledgeable of efficient and progressive management practices.
- Able and willing to update job related knowledge.

Total: 25

Comments:

PROBLEM ANALYSIS/DECISION MAKING (up to 25 points)

- Able to diagnose problems and gather information and resources to reach a decision.
- Willing to seek alternative and innovative solutions to problems.
- Is proactive and anticipates problems before they occur.
- Willing to make difficult or unpopular decisions when necessary.
- Shows decisiveness and sound judgement.

Total: 25

Comments:

MANAGEMENT AND LEADERSHIP (up to 25 points)

- Motivates employees effectively and builds good morale.
- Delegates authority appropriately and effectively.
- Administers discipline firmly and fairly
- Provides leadership and positive example.
- Efficiently controls County operations and costs.

Total: 25

Comments:

COMMUNICATION AND COOPERATION WITH THE BOARD (up to 25 points)

- Provides timely and accurate information for Board meetings.
- Is open and accessible to Board members.
- Keeps Board members informed concerning County operations.
- Responds appropriately to direction from the Board.
- Meets assigned deadlines.
- Promotes good working relationships between the County and other governmental agencies and entities.
- Demonstrates tact, cooperation and courtesy in dealing with others.

Total: 25

Comments:

TOTAL SCORE FOR EVALUATION: 100

Additional Evaluator Comments:

County Commissioner Signature: _____ Date: 11/8/21

County Administrator Comments:

County Administrator Signature: Randy Wood Date: 11/8/2021

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PERFORMANCE EVALUATION
COUNTY ADMINISTRATOR

This evaluation is designed to objectively reflect an accurate measure of the performance, productivity and effectiveness of the County Administrator in serving the citizens of Highlands County. Upon completion, please review your evaluation with the County Administrator. The original shall be maintained in the County Administrator's personnel file.

PERSONNEL INFORMATION

County Administrator's name: Randy Vosburg

County Commissioner/evaluator: Commissioner Scott Kirouac

Evaluation Period: November 2020 to November 2021

EVALUATOR'S INSTRUCTIONS

Every area of evaluation should be accompanied by a written explanation that corresponds to the criteria listed in that area. The elements listed under each category are guidelines to help the evaluator in preparing written justification, and are not meant to be exclusive. Evaluator should explain his/her rationale for the rating assigned to each category. Additional sheets may be attached as necessary. **Please print legibly in ink or type all responses.**

COUNTY ADMINISTRATOR

Please read the evaluation and discuss it with the evaluating county commissioner. You are encouraged to write your comments in the space provided, immediately after the evaluation discussion, prior to signing the evaluation. (Please keep in mind that an objective of the evaluation process is to provide you a better understanding of how the commissioner sees your on-the-job performance in relation to the standards set for the position of County Administrator.)

DEFINITIONS OF PERFORMANCE RATINGS

EXCEPTIONAL (90-100 total points or 22.5-25 points/category)- Consistently and significantly surpasses all reasonable expectations relating to the elements which comprise the rating category.

GOOD (80 - 89 total points or 20-22.49 points/category)- Often surpasses reasonable expectations relating to those elements which comprise the rating category without being appreciably deficient in any aspect of the category.

SATISFACTORY (70 - 79 total points or 17.5-19.99 points/category)- Achieves reasonable expectations relating to those elements which comprise the rating category.
Demonstrates an acceptable degree of competence and performance as described in the rating category.

POOR (60 – 69 total points or 15 to 17.49 points/category)- Achieves minimum expectations relating to the elements which comprise the rating category. Requires
further development in certain areas to meet overall expectations.

UNSATISFACTORY (59 total points and below or 14.99 and below points/category)-Fails to achieve minimal reasonable expectations of elements described in the rating category.

JOB KNOWLEDGE (up to 25 points)

- Informed concerning County policies, practices and procedures.
- Knowledgeable of state and federal regulations and laws governing County government.
- Knowledgeable of budget procedures, practices and fiscal management techniques.
- Knowledgeable of efficient and progressive management practices.
- Able and willing to update job related knowledge.

Total: 24

Comments: Very knowledgeable of policies, practices, procedures and regulations.

PROBLEM ANALYSIS/DECISION MAKING (up to 25 points)

- Able to diagnose problems and gather information and resources to reach a decision.
- Willing to seek alternative and innovative solutions to problems.
- Is proactive and anticipates problems before they occur.
- Willing to make difficult or unpopular decisions when necessary.
- Shows decisiveness and sound judgement.

Total: 22

Comments: Would like to work on improving better anticipation of issues that have potential to arise from high profile issues.

MANAGEMENT AND LEADERSHIP (up to 25 points)

- Motivates employees effectively and builds good morale.
- Delegates authority appropriately and effectively.
- Administers discipline firmly and fairly
- Provides leadership and positive example.
- Efficiently controls County operations and costs.

Total: 23

Comments: Would like to see improved oversight on some purchases of equipment for the building of our Fire/Rescue system. (It concerned me that you were not more involved in selecting the fleet color of ambulances and fire trucks which we discovered came at an extra cost and created controversy.)

COMMUNICATION AND COOPERATION WITH THE BOARD (up to 25 points)

- Provides timely and accurate information for Board meetings.
- Is open and accessible to Board members.
- Keeps Board members informed concerning County operations.
- Responds appropriately to direction from the Board.
- Meets assigned deadlines.
- Promotes good working relationships between the County and other governmental agencies and entities.
- Demonstrates tact, cooperation and courtesy in dealing with others.

Total: 22

Comments: Want to work on a system to track follow through on issues we discuss and I am working on to be able to complete and not leave pending with no action or communication unless I resurface the issue.

TOTAL SCORE FOR EVALUATION: 91

Additional Evaluator Comments: Randy has been operating at a disadvantage due to the absence of our Assistant/Deputy Administrator due to medical issues. With that being said he has done a great job adjusting and doing his best under the circumstances.

County Commissioner Signature: Scott A Kirouac (Digital Signature) Date: November 15, 2021

County Administrator Comments:

County Administrator Signature: Randy Vaughn Date: 11/15/2021

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PERFORMANCE EVALUATION
COUNTY ADMINISTRATOR

This evaluation is designed to objectively reflect an accurate measure of the performance, productivity and effectiveness of the County Administrator in serving the citizens of Highlands County. Upon completion, please review your evaluation with the County Administrator. The original shall be maintained in the County Administrator's personnel file.

PERSONNEL INFORMATION

County Administrator's name: Randy Vosburgh

County Commissioner/evaluator: Kathy Rapp

Evaluation Period: Nov. 17, 2020 to Nov 15, 2021

EVALUATOR'S INSTRUCTIONS

Every area of evaluation should be accompanied by a written explanation that corresponds to the criteria listed in that area. The elements listed under each category are guidelines to help the evaluator in preparing written justification, and are not meant to be exclusive. Evaluator should explain his/her rationale for the rating assigned to each category. Additional sheets may be attached as necessary. **Please print legibly in ink or type all responses.**

COUNTY ADMINISTRATOR

Please read the evaluation and discuss it with the evaluating county commissioner. You are encouraged to write your comments in the space provided, immediately after the evaluation discussion, prior to signing the evaluation. (Please keep in mind that an objective of the evaluation process is to provide you a better understanding of how the commissioner sees your on-the-job performance in relation to the standards set for the position of County Administrator.)

DEFINITIONS OF PERFORMANCE RATINGS

EXCEPTIONAL (90-100 total points or 22.5-25 points/category)- Consistently and significantly surpasses all reasonable expectations relating to the elements which comprise the rating category.

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POOR (60 – 69 total points or 15 to 17.49 points/category)- Achieves minimum expectations relating to the elements which comprise the rating category. Requires
further development in certain areas to meet overall expectations.

UNSATISFACTORY (59 total points and below or 14.99 and below points/category)-Fails to achieve minimal reasonable expectations of elements described in the rating category.

JOB KNOWLEDGE (up to 25 points)

- Informed concerning County policies, practices and procedures.
- Knowledgeable of state and federal regulations and laws governing County government.
- Knowledgeable of budget procedures, practices and fiscal management techniques.
- Knowledgeable of efficient and progressive management practices.
- Able and willing to update job related knowledge.

Total: 25

Comments:
Seems knowledgeable in all areas and has demonstrated willingness to seek out best practices.

PROBLEM ANALYSIS/DECISION MAKING (up to 25 points)

- Able to diagnose problems and gather information and resources to reach a decision.
- Willing to seek alternative and innovative solutions to problems.
- Is proactive and anticipates problems before they occur.
- Willing to make difficult or unpopular decisions when necessary.
- Shows decisiveness and sound judgement.

Total: 25

Comments:
I appreciate his willingness to stay informed and on top of issues. Very proactive!

MANAGEMENT AND LEADERSHIP (up to 25 points)

- Motivates employees effectively and builds good morale.
- Delegates authority appropriately and effectively.
- Administers discipline firmly and fairly
- Provides leadership and positive example.
- Efficiently controls County operations and costs.

Total: 25

Comments:
Demonstrates true care for employees, but is also willing to discipline employees when necessary.

COMMUNICATION AND COOPERATION WITH THE BOARD (up to 25 points)

- Provides timely and accurate information for Board meetings.
- Is open and accessible to Board members.
- Keeps Board members informed concerning County operations.
- Responds appropriately to direction from the Board.
- Meets assigned deadlines.
- Promotes good working relationships between the County and other governmental agencies and entities.
- Demonstrates tact, cooperation and courtesy in dealing with others.

Total: 25

Comments:
I appreciate our weekly one-on-one meetings to keep me informed on issues and board operations.

TOTAL SCORE FOR EVALUATION: 100

Additional Evaluator Comments:
I have learned a lot this year and very much appreciate Randy's guidance and instruction.

County Commissioner Signature: Kathy Rapp Date: 11-15-2021

County Administrator Comments:

County Administrator Signature: Randy Case Date: 11/15/2021

Randy Vosburg's annual evaluation 2020-2021
Evaluator - Kevin Roberts

Period covered:
November 17, 2020 through November 16, 2021

Job Knowledge - 25 points
I believe Randy Vosburg has exceptional knowledge as our County Administrator. He seems to be well-informed and up to speed on every topic and issue that comes before the BOCC. I often marvel about how much he is able to grasp all the details and complexities of county government.

Problem Analysis / Decision Making - 25 points
Randy stays actively engaged in problems solving. After he performs his due diligence, he is able to be decisive when making decisions. As a strong and capable administrator, Randy is not afraid to make difficult decisions, even if they are unpopular.

Management and Leadership - 25 points
When taking on the challenges of dealing patiently and effectively with 100's of people, Randy stands out as an outstanding leader. He is a dedicated and highly motivated leader, who strives to be fair and effective in the way he resolves difficult circumstances and personnel matters. He maintains excellent control over county operations and related cost.

Communication and Cooperation with the Board - 25 points
I am most impressed with how diligent Randy is in keeping me fully informed on County matters and issues, including challenges to come before the County Commission. For the past year, I have felt well

informed and updated on all important issues. Randy communicates effectively with me in our private meetings, and during county commission meetings. He is always kind, respectful and professional in the way he interacts and relates to me.

Total points: 100

In summary, we are fortunate to have Randy Vosburg as a capable, competent and effective County Administrator. Thank you Randy for your commitment to excellence. You are appreciated!

Respectfully submitted,

Kevin Roberts

Kevin Roberts
County Commissioner

Randy Vosburg, 11/15/2021

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PERFORMANCE EVALUATION
COUNTY ADMINISTRATOR

This evaluation is designed to objectively reflect an accurate measure of the performance, productivity and effectiveness of the County Administrator in serving the citizens of Highlands County. Upon completion, please review your evaluation with the County Administrator. The original shall be maintained in the County Administrator's personnel file.

PERSONNEL INFORMATION

County Administrator's name: Randy Vosburg

County Commissioner/evaluator: Arlene Tuck

Evaluation Period: 01/01/2021 to 12/31/2021

EVALUATOR'S INSTRUCTIONS

Every area of evaluation should be accompanied by a written explanation that corresponds to the criteria listed in that area. The elements listed under each category are guidelines to help the evaluator in preparing written justification, and are not meant to be exclusive. Evaluator should explain his/her rationale for the rating assigned to each category. Additional sheets may be attached as necessary. **Please print legibly in ink or type all responses.**

COUNTY ADMINISTRATOR

Please read the evaluation and discuss it with the evaluating county commissioner. You are encouraged to write your comments in the space provided, immediately after the evaluation discussion, prior to signing the evaluation. (Please keep in mind that an objective of the evaluation process is to provide you a better understanding of how the commissioner sees your on-the-job performance in relation to the standards set for the position of County Administrator.)

DEFINITIONS OF PERFORMANCE RATINGS

EXCEPTIONAL (90-100 total points or 22.5-25 points/category)- Consistently and significantly surpasses all reasonable expectations relating to the elements which comprise the rating category.

GOOD (80 - 89 total points or 20-22.49 points/category)- Often surpasses reasonable expectations relating to those elements which comprise the rating category without being appreciably deficient in any aspect of the category.

SATISFACTORY (70 - 79 total points or 17.5-19.99 points/category)- Achieves reasonable expectations relating to those elements which comprise the rating category.
Demonstrates an acceptable degree of competence and performance as described in the rating category.

POOR (60 – 69 total points or 15 to 17.49 points/category)- Achieves minimum expectations relating to the elements which comprise the rating category. Requires
further development in certain areas to meet overall expectations.

UNSATISFACTORY (59 total points and below or 14.99 and below points/category)-Fails to achieve minimal reasonable expectations of elements described in the rating category.

JOB KNOWLEDGE (up to 25 points)

- Informed concerning County policies, practices and procedures.
- Knowledgeable of state and federal regulations and laws governing County government.
- Knowledgeable of budget procedures, practices and fiscal management techniques.
- Knowledgeable of efficient and progressive management practices.
- Able and willing to update job related knowledge.

Total: 25_____

Comments: Randy shows excellent ability and knowledge in each of the above bullet points.

PROBLEM ANALYSIS/DECISION MAKING (up to 25 points)

- Able to diagnose problems and gather information and resources to reach a decision.
- Willing to seek alternative and innovative solutions to problems.
- Is proactive and anticipates problems before they occur.
- Willing to make difficult or unpopular decisions when necessary.
- Shows decisiveness and sound judgement.

Total: 25_____

Comments:
I feel these bullet points are some of Randy's strongest points, especially his willingness to make difficult or unpopular decisions when necessary. He handles these problems in a very unique and manageable manner.

MANAGEMENT AND LEADERSHIP (up to 25 points)

- Motivates employees effectively and builds good morale.
- Delegates authority appropriately and effectively.
- Administers discipline firmly and fairly
- Provides leadership and positive example.
- Efficiently controls County operations and costs.

Total: 25_____

Comments:

These bullet points show Randy's strong points. He is an excellent manager in that he produces good morale among the employees, provides excellent leadership and does an exceptional job in controlling County operations and costs.

COMMUNICATION AND COOPERATION WITH THE BOARD (up to 25 points)

- Provides timely and accurate information for Board meetings.
- Is open and accessible to Board members.
- Keeps Board members informed concerning County operations.
- Responds appropriately to direction from the Board.
- Meets assigned deadlines.
- Promotes good working relationships between the County and other governmental agencies and entities.
- Demonstrates tact, cooperation and courtesy in dealing with others.

Total: 25

Comments:
I greatly appreciate Randy's ability to keep the Board knowledgeable about pressing issues and present issues. His promptness in responding to concerns to the Board are greatly appreciated. He is a pleasure to work with.

TOTAL SCORE FOR EVALUATION: 100

Additional Evaluator Comments:
I have greatly enjoyed working with Randy the last three years and hope I get another term to work with him. He has all the qualities of an excellent manager which our county does need. He has done a great job for our county and I hope he continues using his knowledge to make Highlands County the BEST..

County Commissioner Signature: Arlene Tuck Date:

County Administrator Comments:

County Administrator Signature: Ray Wood Date: 11/15/2021