

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

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Veterans Advisory Board will meet at 3:30 p.m., on Thursday, February 1, 2024, at the Veteran Services Office, 7209 S. George Blvd., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Recognition of District Chief Mark Fortier on his retirement.*
James K Duppenthaler, Interim Fire Chief
No fiscal impact

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$1,418.00, and adopt Resolution 23-24-47 for Budget Amendment 23-24-034.*

Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$1,418.00. The grant funds are being appropriated in Project 23046, account 53400Z (Project Contractual Svcs).
[23-24-034 Project 23046 Motosurf World Cup \(BA\).pdf](#)
[23-24-034R Project 23046 Motosurf World Cup \(Resolution\).pdf](#)
[Project 23046 MotoSurf World Cup.rf.pdf](#)
[FSF_Grant_Contract_-_Motosurf_World_Cup.pdf](#)

- 8.B *Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$3,879.00, and adopt Resolution 23-24-48 for Budget Amendment 23-24-038.*

Leah Sauls, Development Services Director

Casey Hartt, Lead Tourism Marketing Consultant

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$3,879.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).

[FSF_Grant_Contract_-_GFNY_Florida_Cycling__R.pdf](#)

[Project 23048 GFNY Florida Cycling & Running Marathon 2023.rf.pdf](#)

[23-24-038R Project 23048 GFNY Florida Cycling & Running Marathon 2023 \(Resolution\).pdf](#)

[23-24-038 Project 23048 GFNY Florida Cycling & Running Marathon 2023 \(BA\).pdf](#)

- 8.C *Request approval of the minutes from the October 3, 2023 and October 17, 2023 Regular Meeting(s) of the Board.*

[100323REG.pdf](#)

[101723REG.pdf](#)

- 8.D *Request approval to change the title and job description for two Finish Operator (Pay grade 109, Job Code 0915) positions and eliminate the additional title of Assistant Supervisor.*

Jonathan Harrison, Road & Bridge Director

No Fiscal Impact. The funds are already budgeted in Cost Center 4102/51200 (Salaries & Wages).

[Finish Equipment Operator \(0915\) 1.18.24.pdf](#)

[OLD Finish Equipment Operator Asst Supervisor \(1083\) 9.20.2016.pdf](#)

- 8.E *Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to section 274.05, Florida Statutes.*

Jonathan Harrison, Road and Bridge Director

The fiscal impact is unknown. Revenue generated from sale proceeds will be distributed into the appropriate revenue accounts.

[Surplus Office 1.3.2024.pdf](#)

[Surplus Equipment 1.3.2023.pdf](#)

- 8.F *Request approval of Budget Amendment 23-24-033 for reallocating funds to Project #23043 (OSTDS Remediation Plan).*

Clinton Howerton, Jr., P.E., Critical Infrastructure Director

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$25,000.00 from Cost Center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) and will be appropriated in Cost Center 4501 (Critical Infrastructure – Operations), account 53100Z (Project Professional Services), Project 23043 (OSTDS Remediation Plan).

[23-24-033 Proj 23042 OSTDS Remediation Plan \(BA\).pdf](#)

[Final Order for BMAP Plan Determinations.pdf](#)

- 8.G *Request adoption of Resolution 23-24-52, authorizing the County Administrator to execute Corrective Deeds related to waiving any unintended reservation in phosphate, minerals, metals and/or petroleum rights and Deeds to correct inadvertent errors.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Resolution.County Admin.corrective deeds.sgs.pdf](#)

- 8.H *Approval of authorization letter for Department of Environmental Protection based on the Lake Istokpoga Nutrient Reduction Workplan agreement with South Florida Water Management District and Aguacultural LLC.*

Laurie Hurner, County Administrator

[Aquaculture LLC - Letter of no objection.HCBCC.CLEAN.SGS.DR comments1-11-2024 \(002\).docx](#)

- 8.I *Request approval of the 2024 board meeting schedule.*
County Administrator Laurie Hurner

[2024 Schedule of Board Meetings.docx](#)

- 8.J *Court-related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners*

Clerk's Accounting Manager Jackie Gabrus, CGFM

[FY 2023 Court-Related and Other Misc Funds Memo September 2023.pdf](#)

- 8.K *Request adoption of Resolution 23-24-56 approving the Emergency Management Performance Grant (EMPG) with Florida Division of Emergency Management.*

Corey Amundsen, Emergency Management Manager

The fiscal impact will be an increase to Fund 005 (General) in the amount of \$59,517.00 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).

[Res. 22-23-56.EMPG.Go453.sgs.pdf](#)

9 COMMITTEE ASSIGNMENTS:

- 9.A *Request reappointment of two (2) regular voting members to the Highlands County Hospital District Board of Commissioners.*

Ingra Gardner, Director of Community Programs

There is no fiscal impact.

[D. Gerber application.pdf](#)

[K. Wilson application.pdf](#)

[Ltr for reappointment of Gerber and Wilson 12.20.23.pdf](#)

[Draft Minutes HDB 12.7.23 - Spec Mtg.pdf](#)

[Board Appointments Policy - 051019.pdf](#)

- 9.B *Request reappointment of nine (9) regular voting members to the Highlands County Affordable Housing Advisory Committee (AHAC).*

Ingra Gardner, Director of Community Programs

There is no fiscal impact.

[A. Asciutto application.pdf](#)

[J. Bateman application.pdf](#)

[Anthony. Cruz application.pdf](#)

[J. Fuller application.pdf](#)

[M. Griffin application.pdf](#)

[B. McGuire application.pdf](#)
[T. Schwingel application.pdf](#)
[B. Stephenson application.pdf](#)
[S. von Paleske-Bush application.pdf](#)
[CORR - ltr for reappointment of members 12.21.23.pdf](#)
[Draft AHAC Minutes 12.20.23.pdf](#)
[Board Appointments Policy - 051019.pdf](#)

- 9.C *Request appointment of Lidia Capote of TRU by Hilton/ Residence by Marriott as a Regular Member to the Tourist Development Council with term expiring May 2027, fulfilling the Owners/Operators of Tourist Accommodation vacancy.*
Leah Sauls, Development Services Director
There is no fiscal impact on this issue.
[L. Capote TDC Application.pdf](#)
- 9.D *Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024.*
Laurie Hurner, County Administrator
No fiscal impact
[2024 Committee Liaison.pdf](#)

10 PUBLIC HEARING

- 10.A *Public hearing to consider the adoption of Ordinance 23-24-08 pertaining to the repeal of section 11.5 Utilities from the code of ordinances.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Ordinance 23-24-08 Repealing Sec. 11.5 Utilities.sgs.pdf](#)
- 10.B *Public hearing to consider adoption of P&Z Hearing No. 2145, changing the Official Zoning Atlas for a 14.73-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).*
Sergio Garcia, Planner II
There is no fiscal impact.
[Staff Report P&Z 2145 ZH Homestead LLC for BCC.pdf](#)
[Application P&Z 2145 ZH Homestead LLC.pdf](#)
[Resolution PZ 2145 ZH Homestead LLC.sgs.pdf](#)
- 10.C *Public hearing to consider proposed Ordinance No. 23-24-09 to repeal Chapter 9, Article XIV (14), DeSoto City Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
- There will be \$39,112.24 transferred from Fund 102 (Desoto City Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance DeSoto City Fire SBD.sgs.pdf](#)

- 10.D *Public hearing to consider proposed Ordinance No. 23-24-10 to repeal Chapter 9, Article XVI (16) Highlands Lakes Special Tax District .*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$2,540.94 transferred from Fund 113 (Highlands Lakes Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Highlands Lakes Fire.sgs.pdf](#)
- 10.E *Public hearing to consider proposed Ordinance No. 23-24-11 to repeal Chapter 9, Article XX (20), Highlands Park Special Benefit Fire Districts.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$68,259.56 transferred from Fund 116 (Highlands Park Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Highlands Park Estate Special Benefit Fire Districts.sgs.pdf](#)
- 10.F *Public hearing to consider proposed Ordinance No. 23-24-12 to repeal Chapter 9, Article XXXIV (34), Lake Placid Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$434,421.52 transferred from Fund 144 (Lake Placid Fire SBD) to Fund 181 (Fire Assessments) to be used towards the construction of Station 36 in the total estimated amount of \$3,000,000.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Lake Placid Special Benefit Fire District.sgs.pdf](#)
- 10.G *Public hearing to consider proposed Ordinance No. 23-24-13 to repeal Chapter 9, Article XIII (13), Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$46,338.45 transferred from Fund 101 (Sun 'N Lake Estates and Acreage of Lake Placid SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Sun N Lake Estates and Acreage of Lake Placid SBD.pdf](#)
- 10.H *Public hearing to consider proposed Ordinance No. 23-24-14 to repeal Chapter 9, Article XVII (17), Leisure Lakes Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$131,616.95 transferred from Fund 114 (Leisure Lakes Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Leisure Lakes Special Benefit Fire District.sgs.pdf](#)

- 10.I *Public hearing to consider proposed Ordinance No. 23-24-15 to repeal Chapter 9, Article XL (40), Placid Lakes Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$718.11 transferred from Fund 120 (Placid Lakes Fire SBD) to Fund 181 (Fire Assessments).
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Placid Lakes Special Benefit Fire District.sgs.pdf](#)
- 10.J *Public hearing to consider proposed Ordinance No. 23-24-16 to repeal Chapter 9, Article XXXII (32), Venus Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$47,256.64 transferred from Fund 137 (Venus Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Venus Fire District.sgs.pdf](#)
- 10.K *Public hearing to consider proposed Ordinance No. 23-24-17 to repeal Chapter 9, Article XXXIX (39), West Sebring Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$99,004.89 transferred from Fund 133 (West Sebring Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance West Sebring Fire.sgs.pdf](#)
- 10.L *Public hearing to consider proposed Ordinance No. 23-24-18 to repeal Chapter 9, Article XXXI (31), Lorida Special Benefit Fire District.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
There will be \$3,440.04 transferred from Fund 138 (Lorida Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.
[Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Lorida Fire.sgs.pdf](#)

11 ACTION AGENDA

- 11.A *Request authorization for the County Administrator to transfer delinquent assessments collected from the 10 fire districts repealed on January 18, 2024 to the Fire Assessment Fund until year 2026.*
Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV
The fiscal impact will be an increase to Fund 181 (Fire Assessments) in the amount of \$872,709.34 for the transfer of fund balances from the ten (10) fire districts.
- 11.B *Request approval to apply to the Florida Department of Environmental Protection (DEP) Recreational Trails Program for the development of Sun-N-Lake Preserve improvements to include design, engineering, and construction of recreational trails*

and activities.

Dawn Ritter, Natural Resources Manager

No additional fiscal impact. All matching grant funds are already allocated through CFS Funding for the Sun-N-Lake Preserve Improvement Funds.

- 11.C *Request approval to apply to the Duke Energy Foundation grant for funds supporting the educational improvements at Sun-N-Lake Preserve for land conservation and biodiversity of plant and animal species.*

Dawn Ritter, Natural Resources Manager

The Fiscal Impact is an increase to the CFS Sun-N-Lake Preserve Improvement Project for the awarded amount up to \$20,000.

- 11.D *Request adoption of Resolution 23-24-55 for Budget Amendment 23-24-042 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24.*

David Nitz, OMB Manager

Valerie Fleeger, Sr. Budget Analyst

The fiscal impact for FY 23-24 is an increase to Fund 005 (General), Fund 110 (Transportation Trust), Fund 122 (E911 Program), Fund 143 (FL Boating Improvement), Fund 151 (Infrastructure Surtax), Fund 152 (Tourist Development Trust), Fund 155 (Hospital District), Fund 163 (Home Initiatives Partnership), Fund 180 (Building Division), Fund 181 (Fire Assessments), Fund 350 (HCFPIRN LTD Capital), Fund 355 (HCFPIRN LTD Capital), and Fund 401 (Solid Waste) in the amounts of \$12,265,389.98, \$65.59, \$6,850.18, \$12,136.97, \$3,055,637.50, \$11,973.30, \$21,789.47, \$0.30, \$2,200,000.00, \$3,000,000.00, \$8,907,300.00, \$55,411.78, and \$9,171,795.56 respectively, and a decrease to Fund 129 (Conservation Trust) in the amount of \$54,882.59 with an overall budget increase of \$38,653,468.14.

[23-24-042 FY22-23 Rollover Project Adjustments_Corrections to FY23-24 \(BA\).pdf](#)

[23-24-042 FY22-23 Rollover Project Adjustments_Corrections to FY23-24 \(Resolution\).pdf](#)

- 11.E *Request approval of Resolution 23-24-54 for Budget Amendment 23-24-040 to close Project 22046 and transfer funds to Project 22047 as well as transfer funds from Project 23045 to Project 22047 to provide for the purchase of two (2) ambulances.*

James K. Duppenenthaler, Interim Fire Chief

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is closing and transferring \$75,000 from Project 22046 (ST9 Gear Storage Unit) to Project 22047 (EMS Fleet Replacement FY23). In addition, \$450,000 is being transferred from cost center 5105A (Emergency Medical Svc 151) and being split between Project 22047 and Project 23045 (EMS Fleet Replacement FY24) in the amounts of \$47,500 and \$402,500, respectively.

[23-24-040 Projs 22047_23045 EMS Ambulances \(BA\).pdf](#)

[23-24-040R Projs 22047_23045 EMS Ambulances \(Resolution\).pdf](#)

- 11.F *Consider Statement of Legislative Intent for amendments, addendum of Class 5 COPCN and Medical Director Authority, and general cleanup of Highlands County Code of Ordinances Chapter 5 Article IV Medical Transportation Services.*

Dustin Fitch, Interim Deputy Chief

J. Kelly Duppenenthaler, Interim Fire Chief

There is no fiscal impact.

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Legal_Long_Range_Log.docx](#)

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to January 4, 2024, to January 17, 2024*

15 ADJOURN

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

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: James K Duppenthaler, Interim Fire Chief

SUBJECT/TITLE: Recognition of District Chief Mark Fortier on his retirement.

STATEMENT OF ISSUE

Mark Fortier has been involved in the fire service for 44 years. He joined the company in July 1979 and became Chief in 1988. He has selfishly given his time and support to the Placid Lakes Volunteer Department Station 39. He was recently recognized by the Lake Placid Elks Lodge 2661 as Firefighter of the Year and the mayor honored him for his life dedication and love of the community. His guidance as Chief to many volunteers has been a tremendous asset to the Public Safety and Community that he served. We wish him a very Happy Retirement.

RECOMMENDED ACTION

Recognize District Chief Mark Fortier on his retirement.

FISCAL IMPACT

No fiscal impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant

SUBJECT/TITLE: Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$1,418.00, and adopt Resolution 23-24-47 for Budget Amendment 23-24-034.

STATEMENT OF ISSUE

The Motosurf World Cup - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2023 Motosurf World Cup event which took place in Sebring, FL on September 1-3, 2023. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2023 Motosurf World Cup event.

RECOMMENDED ACTION

Move to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$1,418.00, and adopt Resolution 23-24-47 for Budget Amendment 23-24-034.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$1,418.00. The grant funds are being appropriated in Project 23046, account 53400Z (Project Contractual Svcs).

Attachments: [23-24-034 Project 23046 Motosurf World Cup \(BA\).pdf](#)
[23-24-034R Project 23046 Motosurf World Cup \(Resolution\).pdf](#)
[Project 23046 MotoSurf World Cup.rf.pdf](#)
[FSF_Grant_Contract_-_Motosurf_World_Cup.pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

(Transfers over \$5,000 require Board approval)

SUBMITTED BY: **Reagan Fultz**

PROJECT(S) #:	23046	PROJECT TITLE(S):	Motosurf World Cup	COST CENTER TITLE(S):	Tourist Development - Marketing and Promotions

*list additional cost centers on reverse side of form

REASON: This budget ammendment is necessary due to the County receiving a \$1,418.00 Florida Sports Foundation (FSF) Small Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2023 Motosurf World Cup event in Sebring on 9/1/23 - 9/3/23.

OFFICE USE ONLY

TRANSFER TYPE:

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 23-24-47

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 23-24-034 TO
THE TOURIST DEVELOPMENT TRUST FUND;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR APPROVAL OF BUDGET AMENDMENT;
PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS
CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-034 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for Motosurf World Tour to Project #23046 for FY22/23. The net fiscal impact is an increase in the amount of \$1,418.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of January 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**Highlands County
Grant/Project Control Record**

INSTRUCTIONS:

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

SECTION 1 - DEPARTMENT

Highlands County Grant/Project Number: 23046	Advanced Funding: ☐ YES ☒ NO CFS: ☐ YES ☒ NO
Add(AD)/Change(CH)/Delete(DL): AD	Reimbursement Type Funding: ☒ YES ☐ NO Grant: ☒ YES ☐ NO
Grant / Project Title: _____	Force Account Construction: ☐ YES ☒ NO
Description: <u>Florida Sports Foundation (FSF) Grant for Motosurf World Cup event in Sebring, FL 9/1/23 - 9/3/23</u>	
Grantor / Contributing Agency: <u>Department of Economic Opportunity</u>	Grant ID#: <u>11411</u>
Grant / Project Period: Begin: <u>9/21/2023</u> End: <u>3/21/2024</u>	
Grant / Project Manager(s): <u>Reagan Fultz</u>	*Grant CFDA or CSFA #: <u>40.040</u>
*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)	
Total Project Amount: <u>\$1,418.00</u>	Shares: Local <u>0</u> % State <u>100</u> % Federal _____ %
Grant / Project Fund #(s): <u>152</u> CC#(s): <u>5305</u>	Expense #(s): <u>53400Z</u>
Grant / Reimbursement Amount: <u>\$ 1,418.00</u>	Revenue #(s): <u>3349300Z</u>

SECTION 2 - DEPARTMENT

Form completed by:	Print name: <u>Reagan Fultz</u>	Date: <u>12/15/2023</u>
	Sign name: <u>Reagan Fultz</u>	Dept: <u>Tourism</u>

SECTION 3 - OMB

Signature: _____ Date Received: 12/15/2023

SECTION 4 - ACCOUNTING

Signature: _____ Date Received: _____

Date Entered Into System: _____ Date Copies Mailed: _____

Function: _____ Activity: _____

Last Revised: 3/9/2011



9/21/2023

Highlands County
Laurie Hurner, County Administrator
501 South Commerce Avenue
Sebring, FL 33870

Dear Laurie

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$1,418 for Motosurf World Cup

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of display of FSF Branding. Such branding will be in the following forms:
 - Display of the "COME PLAY IN FLORIDA" logo on event website,
 - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (850) 577-7214.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Piotrowski", enclosed in a light blue rectangular box.

Joe Piotrowski
Director, Marketing/Partnerships

**FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement**

THIS GRANT AGREEMENT is entered into this day, 9/21/2023, by **Highlands County** and between the Florida Sports Foundation, Inc. (hereinafter referred to as the "Grantor") and **Organization** (hereinafter referred to as the "Grantee").

RECITALS

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

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

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

COVENANTS

1.0 RECITALS.

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

2.0 PARTIES:

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

Florida Sports Foundation (Current Address)

101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Florida Sports Foundation (New Address After 1/1/2024)

1203 Governors Square Blvd. Suite 3000
Tallahassee, Florida 32301

Highlands County

Laurie Hurner
501 South Commerce Avenue
Sebring, FL 33870

3.0 NOTICES:

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

4.0 GRANT DESCRIPTION:

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

- (a) Grantee: **Highlands County**
- (b) Payee: **Visit Sebring c/o Highlands County**
- (c) Name/Date of Event: **Motosurf World Cup - 8/31/2023 thru 9/3/2023**
- (d) Total Amount of Grant: **1,418**
- (e) Projected Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.
- (g) Grant Period: **9/21/2023 through the end of Event**

5.0 GRANT REQUIREMENTS:

- (a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.
- (b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.
- (c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.
- (d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If

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

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

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

6.0 TERMINATION:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement ~~twenty-four (24) hours written notice~~. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

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

7.0 PAYMENTS:

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

Allowable Expenses:

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

Disallowable Expenses:

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

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

8.0 LEGAL REQUIREMENTS:

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

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

expenditure, and as related to the execution of this Grant Agreement.

9.0 MODIFICATION:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 MISCELLANEOUS:

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Grant Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria; during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

For: Highlands County

Edward Price – VP of Finance

Signature - Authorized Agent

Date

Title

Date

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.
2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	Title	Fund
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/statutes.aspx>

4891-3670-3622



9/21/2023

Highlands County
Laurie Hurner, County Administrator
501 South Commerce Avenue
Sebring, FL 33870

Dear Laurie

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$1,418 for Motosurf World Cup

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of display of FSF Branding. Such branding will be in the following forms:
 - Display of the "COME PLAY IN FLORIDA" logo on event website,
 - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (850) 577-7214.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Piotrowski", enclosed in a light blue rectangular box.

Joe Piotrowski
Director, Marketing/Partnerships

FLORIDA SPORTS FOUNDATION Small Market Grant Program Grant Agreement

THIS GRANT AGREEMENT is entered into this day, 9/21/2023, by **Highlands County** and between the Florida Sports Foundation, Inc. (hereinafter referred to as the "Grantor") and **Organization** (hereinafter referred to as the "Grantee").

RECITALS

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

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

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

COVENANTS

1.0 RECITALS.

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

2.0 PARTIES:

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

Florida Sports Foundation (Current Address)

101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Florida Sports Foundation (New Address After 1/1/2024)

1203 Governors Square Blvd. Suite 3000
Tallahassee, Florida 32301

Highlands County

Laurie Hurner
501 South Commerce Avenue
Sebring, FL 33870

3.0 NOTICES:

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

4.0 GRANT DESCRIPTION:

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

- (a) Grantee: **Highlands County**
- (b) Payee: **Visit Sebring c/o Highlands County**
- (c) Name/Date of Event: **Motosurf World Cup - 8/31/2023 thru 9/3/2023**
- (d) Total Amount of Grant: **1,418**
- (e) Projected Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.
- (g) Grant Period: **9/21/2023 through the end of Event**

5.0 GRANT REQUIREMENTS:

- (a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.
- (b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.
- (c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.
- (d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If

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

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

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

6.0 TERMINATION:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement ~~twenty-four (24) hours written notice~~. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

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

7.0 PAYMENTS:

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

Allowable Expenses:

1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
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(b) **Availability of Funds.** The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida or such other funding source used by Grantor to fund the Grant. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated by the State of Florida or such other funding source used by Grantor to fund the Grant. The Grantor shall be the final determiner of the availability of such funds.

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

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expenditure, and as related to the execution of this Grant Agreement.

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(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

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By executing this Grant Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria; during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

For: Highlands County

Edward Price – VP of Finance

Signature - Authorized Agent

Date

Title

Date

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.
2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	Title	Fund
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/statutes.aspx>

4891-3670-3622

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant

SUBJECT/TITLE: Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$3,879.00, and adopt Resolution 23-24-48 for Budget Amendment 23-24-038.

STATEMENT OF ISSUE

The GFNY Florida Cycling & Running Marathon - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2023 GFNY Florida Cycling & Running Marathon events which took place in Highlands County on October 21-22, 2023. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2023 GFNY Florida Cycling & Running Marathon events.

RECOMMENDED ACTION

Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the Amount of \$3,879.00, and adopt Resolution 23-24-48 for Budget Amendment 23-24-038.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$3,879.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).

Attachments: [FSF_Grant_Contract_-_GFNY_Florida_Cycling__R.pdf](#)
[Project 23048 GFNY Florida Cycling & Running Marathon 2023.rf.pdf](#)
[23-24-038R Project 23048 GFNY Florida Cycling & Running Marathon 2023 \(Resolution\).pdf](#)
[23-24-038 Project 23048 GFNY Florida Cycling & Running Marathon 2023 \(BA\).pdf](#)



9/21/2023

Highlands County
Laurie Hurner, County Administrator
501 South Commerce Avenue
Sebring, FL 33870

Dear Laurie

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$3,879 for GFNY Florida Cycling & Running Marathons

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of display of FSF Branding. Such branding will be in the following forms:
 - Display of the "COME PLAY IN FLORIDA" logo on event website,
 - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (850) 577-7214.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Piotrowski", enclosed in a light blue rectangular box.

Joe Piotrowski
Director, Marketing/Partnerships

FLORIDA SPORTS FOUNDATION Small Market Grant Program Grant Agreement

THIS GRANT AGREEMENT is entered into this day, 9/21/2023, by **Highlands County** and between the Florida Sports Foundation, Inc. (hereinafter referred to as the "Grantor") and **Organization** (hereinafter referred to as the "Grantee").

RECITALS

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

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

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

COVENANTS

1.0 RECITALS.

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

2.0 PARTIES:

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

Florida Sports Foundation (Current Address)

101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Florida Sports Foundation (New Address After 1/1/2024)

1203 Governors Square Blvd. Suite 3000
Tallahassee, Florida 32301

Highlands County

Laurie Hurner
501 South Commerce Avenue
Sebring, FL 33870

3.0 NOTICES:

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

4.0 GRANT DESCRIPTION:

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

- (a) Grantee: **Highlands County**
- (b) Payee: **Visit Sebring c/o Highlands County**
- (c) Name/Date of Event: **GFNY Florida Cycling & Running Marathons - 10/20/2023 thru 10/22/2023**
- (d) Total Amount of Grant: **3,879**
- (e) Projected Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.
- (g) Grant Period: **9/21/2023 through the end of Event**

5.0 GRANT REQUIREMENTS:

- (a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.
- (b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.
- (c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.
- (d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If

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

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

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

6.0 TERMINATION:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement ~~twenty-four (24) hours written notice~~. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

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

7.0 PAYMENTS:

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

Allowable Expenses:

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

Disallowable Expenses:

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

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

8.0 LEGAL REQUIREMENTS:

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

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

expenditure, and as related to the execution of this Grant Agreement.

9.0 MODIFICATION:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 MISCELLANEOUS:

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Grant Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria; during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

For: Highlands County

Edward Price – VP of Finance

Signature - Authorized Agent

Date

Title

Date

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.
2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	Title	Fund
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/statutes.aspx>

4891-3670-3622

**Highlands County
Grant/Project Control Record**

INSTRUCTIONS:

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

SECTION 1 - DEPARTMENT

Highlands County Grant/Project Number: 23048	Advanced Funding: ☐ YES ☒ NO	CFS: ☐ YES ☒ NO
Add(AD)/Change(CH)/Delete(DL): AD	Reimbursement Type Funding: ☒ YES ☐ NO	Grant: ☒ YES ☐ NO
	Force Account Construction: ☐ YES ☒ NO	
Grant / Project Title:	GFNY Florida Cycling & Running Marathon 2023	
Description:	Florida Sports Foundation (FSF) Grant for GFNY Florida Cycling & Running Marathon event in Sebring, FL 10/21 -10/22/23	
Grantor / Contributing Agency:	Department of Economic Opportunity	Grant ID#: 12000
Grant / Project Period:	Begin: 9/21/2023	End: 3/21/2024
Grant / Project Manager(s):	Reagan Fultz	*Grant CFDA or CSFA #: 40.040
	*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)	
Total Project Amount:	\$3,879.00	Shares: Local 0 % State 100 % Federal %
Grant / Project Fund #(s):	152	CC#(s): 5305
		Expense #(s): 53400Z
Grant / Reimbursement Amount:	\$ 3,879.00	
		Revenue #(s): 3349300Z

SECTION 2 - DEPARTMENT

Form completed by:	Print name: Reagan Fultz	Date: 12/19/2023
	Sign name: 	Dept: Tourism

SECTION 3 - OMB

Signature: _____ Date Received: **12/19/2023**

SECTION 4 - ACCOUNTING

Signature: _____ Date Received: _____

Date Entered Into System: _____ Date Copies Mailed: _____

Function: _____ Activity: _____

Last Revised: 3/9/2011



9/21/2023

Highlands County
Laurie Hurner, County Administrator
501 South Commerce Avenue
Sebring, FL 33870

Dear Laurie

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$3,879 for GFNY Florida Cycling & Running Marathons

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
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NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (850) 577-7214.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Piotrowski", enclosed in a light blue rectangular box.

Joe Piotrowski
Director, Marketing/Partnerships

FLORIDA SPORTS FOUNDATION Small Market Grant Program Grant Agreement

THIS GRANT AGREEMENT is entered into this day, 9/21/2023, by **Highlands County** and between the Florida Sports Foundation, Inc. (hereinafter referred to as the "Grantor") and **Organization** (hereinafter referred to as the "Grantee").

RECITALS

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

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

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

COVENANTS

1.0 RECITALS.

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

2.0 PARTIES:

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

Florida Sports Foundation (Current Address)

101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Florida Sports Foundation (New Address After 1/1/2024)

1203 Governors Square Blvd. Suite 3000
Tallahassee, Florida 32301

Highlands County

Laurie Hurner
501 South Commerce Avenue
Sebring, FL 33870

3.0 NOTICES:

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

4.0 GRANT DESCRIPTION:

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

- (a) Grantee: **Highlands County**
- (b) Payee: **Visit Sebring c/o Highlands County**
- (c) Name/Date of Event: **GFNY Florida Cycling & Running Marathons - 10/20/2023 thru 10/22/2023**
- (d) Total Amount of Grant: **3,879**
- (e) Projected Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.
- (g) Grant Period: **9/21/2023 through the end of Event**

5.0 GRANT REQUIREMENTS:

- (a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.
- (b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.
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Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant funds.

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

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

6.0 TERMINATION:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement ~~twenty-four (24) hours written notice~~. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

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

7.0 PAYMENTS:

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

Allowable Expenses:

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

Disallowable Expenses:

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

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

8.0 LEGAL REQUIREMENTS:

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

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

expenditure, and as related to the execution of this Grant Agreement.

9.0 MODIFICATION:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 MISCELLANEOUS:

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Grant Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria; during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

For: Highlands County

Edward Price – VP of Finance

Signature - Authorized Agent

Date

Title

Date

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.
2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	Title	Fund
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

1. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/statutes.aspx>

4891-3670-3622

RESOLUTION NO. 23-24-48

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 23-24-038 TO
THE TOURIST DEVELOPMENT TRUST FUND;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR APPROVAL OF BUDGET AMENDMENT;
PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS
CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-038 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for GFNY Florida Cycling & Running Marathon to Project #23048 for FY23/24. The net fiscal impact is an increase in the amount of \$3,879.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of January 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

REVIEWED

O.M.B DEPARTMENT

December 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 12/18/2023

SUBMITTED BY: Reagan Fultz

FUND(S): 152 FUND TITLE(S): Tourist Development Trust COST CENTER(S) #: 5305
PROJECT(S) #: 23048 PROJECT TITLE(S): Marathon 2023 COST CENTER TITLE(S): Tourist Development - Marketing and Promotions
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	23048	0.00	3,879.00		3,879.00
E	152	5305	53400Z	Project Contractural Services	23048	0.00	3,879.00		3,879.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This budget ammendment is necessary due to the County receiving a \$3,879.00 Florida Sports Foundation (FSF) Small Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2023 GFNY Florida cyling & Marathon event in Sebring on 10/21/23 - 10/22/23.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-038

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the October 3, 2023 and October 17, 2023 Regular Meeting(s) of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the October 3, 2023 and October 17, 2023 Regular Meeting(s) of the Board.

Attachments: [100323REG.pdf](#)
[101723REG.pdf](#)

REGULAR MEETING OF THE BOARD, OCTOBER 03, 2023

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

A moment of silence was observed for the recent passing of Michael Wright, former Highlands County Administrator.

2. INVOCATION

The meeting opened with a prayer led by Reverend George Miller, with the Emmanuel United Church of Christ.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chaplain Paul Hinman and US Army (Ret) Judge Advocate John Vincent, Ridge Chapter 49, Disabled American Veterans.

4. ANNOUNCEMENTS

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, October 3, 2023, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Code Enforcement Special Magistrate Hearing will be held on Wednesday, October 4, 2023, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, October 10, 2023, at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will meet on Thursday, October 12, 2023, at 2:30 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will meet on Thursday, October 12, 2023, at 3:30 p.m., in the Veterans Services Office, 7209 South George Blvd., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing National 4-H Week in Highlands County.

Kati Lawson, County Extension Director, presented the request and three (3) National 4-H youths read the proposed proclamation into the record.

Commissioner Kirouac moved approval to proclaim the week of October 1-7, 2023, as National 4-H Week in

Highlands County. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 1 & SMB 153 Page 1.**

B. Request approval of a proclamation recognizing the month of October 2023 as “Safe Sleep Awareness Month”.

Aisha Alayande, Executive Director of Heartland Core Wellness, presented the request and County Administrator Laurie Hurner read the proposed proclamation into the record.

Commissioner Roberts moved approval to adopt a proclamation recognizing the month of October 2023 as “Safe Sleep Awareness Month”. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 2 & SMB 153 Page 2.**

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

Chairman Campbell stated there are a few changes to the consent agenda with copies provided to the Commission and available to the public: Item 8E, the resolution number has been changed to 23-24-04 and there is a date correction; Item 8F, the incorrect plat was uploaded and has been corrected; and Commissioner Tuck has requested to pull item 8H.

Chairman Campbell entertained a motion to approve the consent agenda amending items 8E and 8F and pulling item 8H to the action agenda as 11E.

Commissioner Elwell moved approval of the consent agenda as amended, with the removal of item 8H to the action agenda. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request approval to rename Elder Drive to Younger Drive. *See SMB 153 Page 3.*

B. Request approval to rename Elder Street to Growing Street. *See SMB 153 Page 4.*

C. Request approval to rename Columbia Drive NE to Johnson Way NE. *See SMB 153 Page 5.*

D. Request approval to rename Unnamed to Honor Way. *See SMB 153 Page 6.*

E. Request the acceptance of Florida Network of Children’s Advocacy Center State Funding Allocation subcontract and to adopt Budget Amendment 22-23-149 and resolution. *See Children’s Advocacy Center, Res. Book 35 Page 3, & SMB 153 Page 7.*

F. Request to approve and execute the plat of Lake Mirror Sands for recordation. *See Lake Mirror Sands – Plat file & Official Records.*

G. Request approval of Budget Amendment 23-24-001 to reallocate funds that were adopted in the FY 23-24 budget in Project 22003 (TOSIP FY 22-23) funds to Project 23009 (Left Turn Lane US 98 & Birchwood). *See SMB 153 Page 8.*

- H. ~~Request approval of Amendment 2 between Highlands County and Airstream Ventures, LLC. This item was moved to the action agenda (11E).~~
- I. **Request approval of Budget Amendment 22-23-152 to realign funding within the Project 20079.** See SMB 153 Page 9.
- J. **Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2023/2024 Budget and Resolution 23-02.** See *Sebring Airport Authority file*.
- K. **Approval of the Highlands County Health Department's Fiscal Year (FY) 2023-2024 Core Contract.** See *Highlands County Health Department file*.
- L. **Request approval of Budget Amendment 23-24-004 to adjust the Supervisor of Elections and Property Appraiser budgeted funding for FY 23/24.** See SMB 153 Page 10.
- M. **Request adoption of Resolution 22-23- (Resolution 23-24-02) for Budget Amendment 22-23-153 to provide funding for Project 22086 Courthouse Wireless Network.** See *Res. Book 35 Page 4 & SMB 153 Page 11*.
- N. **Request approval of Budget Amendment 22-23-150 to adjust for the Supervisor of Elections to allocate funding for Renovation of 4502 Kenilworth Blvd. Phase I.** See SMB 153 Page 12.

9. COMMITTEE ASSIGNMENTS:

No report.

10. PUBLIC HEARING

A. **Public hearing to consider adoption of P&Z Hearing No. 2135, modifying the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD) for the Hope Villas housing development.**

Rachel Barry, Zoning Supervisor, and Sergio Garcia, Planner II, 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. Barry read the caption of the proposed resolution into the record and questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Chairman Campbell opened the floor to the public. Input was not provided.

Ms. Barry read into the record the recommended motion for **P&Z Hearing No. 2135**.

Commissioner Tuck moved approval of the motion. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 5 (Res. No. 23-24-01) & Zoning Changes file.**

11. ACTION AGENDA

Chairman Campbell entertained a motion to set the action agenda, with the addition of item 11E (8H on the consent agenda).

Commissioner Elwell moved to set the action agenda with the addition of what was item 8H as 11E. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request for the Board to consider two lists of potential holidays and adopt their preferred option of holidays to be observed in 2024.

Laurie Hurner, County Administrator, presented the request and stated Good Friday (March 29, 2024) should have been included in the list of holidays under Option One of the agenda item.

The Commission expressed their concerns.

Chairman Campbell opened the floor to the public. Input was not provided.

Commissioner Tuck made a motion to approve Option Two, with the addition of Good Friday. Commissioner Roberts seconded the motion.

Commissioner Elwell expressed his concerns and clarified the motion on the table.

Ms. Hurner addressed the two different options.

Upon roll call, Commissioner Roberts and Commissioner Campbell voted aye. Commissioner Tuck, Commissioner Kirouac, and Commissioner Elwell voted nay. The motion failed.

Commissioner Elwell made a motion to approve Option One, with the addition of Good Friday. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Roberts and Commissioner Campbell, who voted nay. The motion carried. **See SMB 153 Page 13.**

B. County Administrator Annual Merit Increase.

Sherry G. Sutphen, County Attorney, presented the request for consideration of the annual merit increase for the County Administrator.

Ms. Sutphen and Ms. Hurner addressed questions raised by Commissioner Elwell and Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not received.

Commissioner Tuck moved approval of a merit increase for the County Administrator in the amount of 4% effective October 1, 2023. Commissioner Kirouac seconded the motion.

Ms. Sutphen addressed questions and concerns raised by Commissioner Roberts.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 153 Page 14.**

C. Request approval of Budget Amendment 23-24-002 to correct budget accounts in various cost centers.

David Nitz, OMB Manager, presented the request and clarified the COLA allowance is not effective until the first pay period in October, which is October 9th.

Chairman Campbell opened the floor for public comment. Input was not received.

Commissioner Elwell moved approval of Budget Amendment 23-24-002 to correct budget accounts in various cost centers. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 153 Page 15.**

D. Request adoption of Resolution 23-24-03 for Budget Amendment 23-24-003 to realign and appropriate Sheriff budgeted funds within the General Fund and Rollover SCAAP projects to accomplish the grant/project program goals for FY 23/24.

David Nitz, OMB Manager, presented the request.

Chairman Campbell opened the floor for public comment. Input was not received.

Commissioner Kirouac moved approval to adopt Resolution 23-24-03 for Budget Amendment 23-24-003 to realign and appropriate Sheriff budgeted funds within the General Fund and Rollover SCAAP projects to accomplish the grant/project program goals for FY 23/24. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 6 & SMB 153 Page 16.**

E. Request approval of Amendment 2 between Highlands County and Airstream Ventures, LLC (Former 8.H).

Leah Sauls, Development Services Director, presented the request. Ms. Sauls and County Attorney Sherry G. Sutphen addressed questions raised by Commissioner Tuck.

Ms. Sutphen stated staff would need to amend the amendment to remove the clarification of "Boys" and have it read "Fall Prep Lacrosse ("event")" and for the motion maker to include this in their motion, if approved.

Ms. Sutphen read into the record the recommended motion.

Commissioner Kirouac moved approval of the motion. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Tourist Development Center file.**

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney File Log as of September 20, 2023, and stated no new lawsuits have been filed against the county. **See SMB 153 Page 17.**

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, presented the county's 2023 State Appropriation Request. **See SMB 153 Page 18.**

Commissioner Roberts commended Ms. Hurner and Nick Sawyer, Deputy County Administrator/Chief of Staff on the Commissioner's Priorities workshop.

Ms. Hurner addressed concerns raised by Commissioner Elwell on the Transportation Disadvantaged Program.

Commissioner Kirouac commended Ms. Hurner and staff for working on the state appropriations and providing this update and to focus hard on the state appropriation request and to continually work on drainage issues.

Ms. Hurner stated yesterday was “National Custodian Day” and thanked Brandon Gunn, Parks & Facilities Director, and his staff for their services.

13. COMMISSIONERS

Commissioner Roberts commented on this year’s Champion for Children’s Award Gala and stated Lisa Collins received the honor of Child Advocate of the Year.

Commissioner Roberts stated he would like to have further discussion on the sale of the Highlands Regional Medical Center and would like to see this come back on a future agenda.

Commissioner Roberts expressed his concerns on the Transportation Disadvantaged Program.

Commissioner Kirouac: No further comment.

Commissioner Tuck: No further comment.

Commissioner Elwell commended Laurie Hurner for growing into the role as County Administrator very well and is looking forward to a good budget year and good year altogether.

Chairman Campbell stated the moment of silence earlier was for Michael Wright, who served as County Administrator from May 2008 to July 2010 and wanted to let his family know they are thinking of him and appreciate his service to Highlands County.

14. INFORMATIONAL

A. Board payables from September 19, 2023, to October 2, 2023. See Check Reports file.

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting adjourned at 10:22 a.m.

REGULAR MEETING OF THE BOARD, OCTOBER 17, 2023

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Chris Campbell
Commissioner Kevin J. Roberts

Commissioner Scott A. Kirouac
Commissioner Don Elwell

Commissioner Arlene Tuck was absent from this meeting.

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessing Church of God.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Denise Singler, U.S. Air Force (Ret), Tanglewood Veterans.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, October 17, 2023, at 3:00 p.m., in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a meeting on Wednesday, October 18, 2023, at 8:00 a.m., in Conference Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, October 18, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Lake Istokpoga Management Committee will hold a special meeting on Tuesday, October 24, 2023, at 9:00 a.m., in Conference Room 3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Children's Services Council will hold a General Body Meeting on Wednesday, October 25, 2023, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting on Thursday, November 2, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 South George Blvd., Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, November 8, 2023, at 10:30 a.m., at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of the "Domestic Violence Awareness Month" Proclamation for the month of

October.

Jessica Lawson, Director of Community Relations and Development, presented the request and read the proposed proclamation into the record.

Commissioner Roberts thanked Ms. Lawson and the Peace River Center and expressed his concerns on domestic violence.

Commissioner Roberts moved approval of the "Domestic Violence Awareness Month" Proclamation for the month of October. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 7 & SMB 153 Page 19.**

B. Highlands County Economic Development update to the Board.

Leah Sauls, Development Services Director, and Sarah Beth Rogers, Economic Development Manager, presented the update and addressed questions raised by the Commission. **See SMB 153 Page 20.**

7. PUBLIC COMMENT

Sara Gilbreath came before the Commission to express concerns on trailers in her neighborhood. Ms. Hurner addressed concerns raised by Ms. Gilbreath.

Michael Anthony Zarzano came before the Commission to express his concerns on election crimes.

8. CONSENT AGENDA

Chairman Campbell entertained a motion to amend the consent agenda to include item 1.A.

Commissioner Kirouac moved approval of the consent agenda as presented with the addition of item 1.A. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

- A. Request approval to declare the indicated lists of library materials surplus and allow designated items to be donated to the Friends of the Libraries of Avon Park, Sebring. All Library Friends groups are nonprofit corporations. See SMB 153 Page 21.**
- B. Request approval to waive rental fees for the 2023-2024 Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex. See SMB 153 Page 22.**
- C. Request approval to authorize the Property Appraiser to extend the 2023 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. See SMB 153 Page 23.**
- D. Request approval for the Chairman to execute additional forms for the HUD funding of Sebring Parkway Phase 4 (NEPA, permitting & plans), previously approved through Resolution 22-23-134, approving Agreement B-23-CP-FL-0431, FDOT FPID Number Project 449676-1. See HUD file.**
- E. Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc., November 14 through November 16, 2023. See SMB 153 Page 24.**
- F. Request approval of the Highlands County State Housing Initiative Program (SHIP) Annual Report for 2020-2021 and 2021-2022 (interim report) with the accompanying client income breakdown and**

authorization to submit to the Florida Housing Finance Corporation. *See SHIP file.*

- G. Request approval of a letter of support for Experimental Aircraft Association's application for the Florida Job Growth Grant Fund. *See SMB 153 Page 25.*
- H. Request approval of a letter of support for Sebring Airport Authority's grant application to the Florida Job Growth Grant Fund. *See SMB 153 Page 26.*
- I. Request approval of the minutes from the July 18, 2023, Regular Meeting of the Board, and the July 18, 2023, Special Meeting of the Board/Workshop on the Proposed FY 2023/2024 Budget. *See Clerk of Court's website.*
- J. Request approval of Amendment 2 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services. *See Clean Harbors Environmental Services, Inc. file.*
- K. Request authorization to terminate the Agreement with Sweet Sparkman Architects, Inc., and permission for the County Administrator to issue the notice of termination letter. *See Sweet Sparkman Architects, Inc. file.*
- L. Request adoption of Resolution 23-24-09 for Budget Amendment 23-24-006 to appropriate Sheriff budgeted Grant funds within the General Fund and Rollover SCAAP Project 22037 to accomplish the grant/project program goals. *See Res. Book 35 Page 8 & SMB 153 Page 27.*
- M. Request adoption of Resolution 23-24-10 for Budget Amendment 23-24-007 to appropriate additional Fund Balance for Sheriff-related cost centers. *See Res. Book 35 Page 9 & SMB 153 Page 28.*
- 1A(Addendum). Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 1029 W. Townsend Street, Avon Park, Florida 33825. *See County Deeds file & Official Records.*

9. COMMITTEE ASSIGNMENTS:

No report.

10. PUBLIC HEARING

- A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-618SS, for three (3) parcels totaling an approximate 18.64 acres, from Low Density Residential (RL) to Medium Density Residential (RM).

Sergio Garcia, Planner II, 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.

Dana Riddell, private consultant representing Heartland Investments LLC, stated the applicant is requesting a continuance until November 28, 2023.

County Attorney Sherry G. Sutphen provided instructions to the Commission regarding the continuance.

Chairman Campbell opened the floor for public comment. Input was received by Gary Brown, Bert Hinkle, and Larry

Pepper.

Commissioner Elwell stated the 1st continuance was for a traffic study and questioned the reason for the applicant's request for a 2nd continuance. Ms. Riddell stated the applicant is requesting a continuance with the hopes they can have a full board at their next meeting.

Commissioner Roberts expressed his concerns.

Ms. Sutphen addressed questions raised by Commissioner Elwell.

The applicant's representative Jeff Kennedy came before the Commission to address dates for the 2nd continuance.

Chairman Campbell questioned Mr. Kennedy if November 7, 2023, would work for the applicant. Mr. Kennedy stated yes.

Commissioner Kirouac moved approval to continue to November 7, 2023, at 9:00 a.m., or soon thereafter as possible. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication & SMB 153 Page 29.***

B. Public hearing to consider adoption of P&Z Hearing No. 2128, changing the Official Zoning Atlas for three (3) parcels, totaling an approximate 18.64 acres, from Agricultural District to Multiple-Family Dwelling Planned Development District (R-3 PD).

Sergio Garcia, Planner II, 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.

Dana Riddell, private consultant representing Heartland Investment, LLC, stated the applicant is requesting a continuance.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell made a motion to continue this hearing to November 7, 2023, on or after 9:00 a.m. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication & SMB 153 Page 30.***

C. Public hearing to consider adoption of P&Z Hearing No. 2134, modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 289 parcels, spread throughout the Covered Bridge Community.

Sergio Garcia, Planner II, presented the request. This public hearing was duly noticed, through a mail notice to all affected property owners pursuant to the requirements of Florida Statutes Ch. 125 Section 66, § 5, and the certificate of mailing was submitted to the Clerk to become part of the permanent record. Mr. Garcia read the caption of the proposed resolution into the record and questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Chairman Campbell opened the floor for public comment. Input was not received.

Commissioner Kirouac moved approval on first reading Resolution 23-24-06, P&Z Hearing No. 2134, modifying the

existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, and schedule the second hearing for November 28, 2023, at 9:00 a.m. or soon thereafter as possible. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file.***

Chairman Campbell stated item 10E below would be heard before item 10D.

D. Public hearing to consider adoption of P&Z Hearing no. 2137, changing the Official Zoning Atlas for an approximate 3.52-acre parcel, from Agricultural District (AU) to Business District with a Conditional Use (B-3 CU); the Conditional Use being self-storage.

Sergio Garcia, Planner II, 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. Mr. Garcia read the caption of the proposed resolution into the record and questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

County Attorney Sherry G. Sutphen swore in staff members and the applicant's representative should testimony be provided.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt by Resolution 23-24-07, P&Z 2137, changing the Official Zoning Atlas for an approximate 3.52 acres from Agricultural District (AU) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 10 & Zoning Changes file.***

E. Public Hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-622SS for an approximate 3.52-acre parcel, from High Density Residential (RH) to Commercial (C).

Sergio Garcia, Planner II, 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. Mr. Garcia read the caption of the proposed ordinance into the record and addressed questions raised by Commissioner Roberts.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval to adopt by Ordinance 23-24-02, CPA-23-622SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 3.52 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-23-622SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & CPA file.***

F. Public hearing to consider approval of Florida Health Sciences Center, Inc. d/b/a Aeromed application for a renewal COPCN to be granted for Class 4 Air Ambulance Service in Highlands County.

Dustin Fitch, Interim Deputy Chief, 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.
Chief Fitch read the recommended motion into the record.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval of the Florida Health Sciences Center, Inc., d/b/a Aeromed, application for a renewal COPCN to be granted for Class 4 Air Ambulance Service in Highlands County as recommended by staff. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication file & Aeromed file.***

G. Public hearing to consider approval of RG Ambulance Service, Inc. d/b/a All County Ambulance application for a COPCN to be granted for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance Service in Highlands County.

Dustin Fitch, Interim Deputy Chief, 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.

Chief Fitch read the recommended motion into the record.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of the RG Ambulance Service, Inc., d/b/a All County Ambulance, application for a COPCN to be granted for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance Service in Highlands County. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication file & RG Ambulance Service, Inc. d/b/a All County Ambulance file.***

11. ACTION AGENDA

Commissioner Kirouac moved to set the action agenda as presented. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Consider Statement of Legislative Intent to dissolve ten (10) Volunteer Fire Departments.

Tanya Cannady, Business Services Director, presented the consideration. Laurie Hurner, County Administrator, clarified this consideration is to dissolve the Municipal Service Benefit Units (MSBU) for the volunteer fire departments. J. Kelly Duppenhalter, Interim Chief, concurred.

Chief Fitch, Chief Duppenhalter, and Ms. Cannady addressed questions raised by the Commission.

Chairman Campbell opened the floor to the public. Input was not provided.

There was a consensus from the Commission for staff to proceed. ***See SMB 153 Page 31.***

B. Request approval of a Resolution 23-24-08 for the extension of the Certificate of Public Convenience and Necessity for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport (hereinafter referred to "Positive Mobility") from September 21, 2023, to November 7, 2023.

J. Kelly Duppenhalter, Interim Chief, presented the request.

Chairman Campbell opened the floor for public comment. Input was received by Fred Angelo.

Commissioner Kirouac requested clarification of the dates stated in the recommended motion. Ms. Sutphen stated the dates should be July to November, retroactively, and staff will bring this back before the Board in November.

Commissioner Kirouac moved approval of Resolution 23-24-08 for the extension of the Certificate of Public Convenience and Necessity for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport, (hereinafter referred to "Positive Mobility") from July 27, 2023, to November 7, 2023. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 11 & SMB 153 Page 32.**

C. Request adoption of Resolution 23-24-11 for Budget Amendment 23-24-005 to roll projects that were not rolled in the budget process nor completed in FY 22-23 into FY 23-24 according to actuals after end-of-year close-out.

David Nitz, OMB Manager, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 23-24-11 for Budget Amendment 23-24-005 to roll projects that were not rolled in the budget process nor completed in FY 22-23 into FY 23-24 according to actuals after end-of-year close-out. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 35 Page 12 & SMB 153 Page 33.**

12. COUNTY ADMINISTRATION AND LEGAL

A. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, announced the county's next household hazardous waste and e-waste collection is set for 8:30 a.m. to 2:30 p.m., on Saturday, October 28, 2023, at 6000 Skipper Rd., Sebring, FL.

Ms. Hurner announced the IFAS Extension Office is participating in the "Great Peanut Butter Challenge" campaign with other offices across the state and they are asking for the public to bring unopened peanut butter jars to the office located at 4509 George Blvd., Sebring, FL before October 31, 2023. Ms. Hurner stated the office with the highest peanut butter weight will win the state contest and all the peanut butter collected will remain in Highlands County to help those who are less fortunate. **See SMB 153 Page 34.**

B. County Attorney Status Report

Sherry G. Sutphen, County Attorney, presented the County Attorney File Log as of October 6, 2023. **See SMB 153 Page 35.**

Ms. Sutphen addressed a different process in respect to public hearings and explained the important distinction between the two types of land use matters: the comprehensive plan amendment and the rezoning, and the rights of the applicant.

Ms. Sutphen addressed questions and concerns raised by Commissioner Roberts and Commissioner Kirouac.

Public input was received by Gary Brown and Frank Youngman. Ms. Sutphen addressed questions raised by Mr. Brown.

13. COMMISSIONERS

Commissioner Elwell stated he asked earlier in the year for the Board to entertain making November a Veterans' Month as opposed to Veterans' Day and announced there is going to be a proposed proclamation to recognize November as Veterans' Month presented at the November 7th meeting to honor and celebrate the veterans in this county and nation.

Commissioner Kirouac stated October is Breast Cancer Awareness month and commented on the event he attended last Saturday for this cause at Advent Health in Sebring, where his sister, a breast cancer survivor, spoke.

Commissioner Roberts commented on requests the commissioners may receive from the community related to letters of recommendation or support and requested direction from the County Attorney. Ms. Sutphen addressed Commissioner Roberts' input and provided suggestions.

Commissioner Campbell congratulated former Florida Senator Ben Albritton, representing Highlands County, and announced there will be a ceremony today at 2:00 p.m., to honor him being named the Florida State Senate President for the 2024-2026 Legislative Session.

14. INFORMATIONAL

A. Board payables from October 3, 2023, to October 16, 2023. *See Check Reports file.*

B. Request approval to sign the COP and the 51% Letter that is required in order to apply for the 2022 JAG C Grant. *See SMB 153 Page 36.*

15. ADJOURN

Chairman Campbell called for those in favor of adjourning the Regular Meeting of the Board.

The ayes have it and the meeting was adjourned at 11:19 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request approval to change the title and job description for two Finish Operator (Pay grade 109, Job Code 0915) positions and eliminate the additional title of Assistant Supervisor.

STATEMENT OF ISSUE

This is requesting approval to change two approved positions of Finish Operator/Assistant Supervisor (1083) to Finish Operator (0915). This change will allow Road & Bridge to better fill the vacancy of this position and promote internally for Assistant Supervisor instead of the requirement of hiring someone new to fulfill this dual role. This has already been completed with both Unit 1 and Bridge & Concrete divisions. This will allow for the remaining 2 (Unit 2 and Unit 3) to be realigned accordingly. No paygrade or salary change is necessary as the potential new hires will be hired within the salary range already set. This is a job title revision only.

RECOMMENDED ACTION

Move to approve the title and job description for two Finish Operator (Pay grade 109, Job Code 0915) positions and eliminate the additional title of Assistant Supervisor.

FISCAL IMPACT

No Fiscal Impact. The funds are already budgeted in Cost Center 4102/51200 (Salaries & Wages).

Attachments: [Finish Equipment Operator \(0915\) 1.18.24.pdf](#)
[OLD Finish Equipment Operator Asst Supervisor \(1083\) 9.20.2016.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JOB DESCRIPTION

REGULAR ☒		SENIOR MANAGEMENT SERVICE ☐		OPS/OTHER ☐	
POSITION INFORMATION				Position Type Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒	
Job Title: Finish Equipment Operator		Division: Road and Bridge		Department: Road and Bridge	
Job Code: 0915		Pay Grade: 109		Pay Band: \$39,782.45 - \$59,673.67	
Included/Exempt: Included		Type of Transaction: Update			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☒ No ☐	
1. This position reports directly to: Job Title <u>Road Supervisor</u> Job Code <u>0992</u> Pay Grade <u>115</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for the operation of heavy public works excavation equipment in a finish capacity. Position will also function as managerial support staff for the Unit Supervisor.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Operates hydraulic excavating equipment such as a track hoe or back hoe. Occasionally operates smaller construction equipment on a temporary or emergency basis.
- Occasional supervision of employees assigned to specific work stations.
- Washes, cleans and gives routine first echelon maintenance including operation adjustments to equipment. Performs manual laboring tasks as needed.
- Responds productively to change and performs all other related tasks as required and as directed. These tasks may include asphalt paving, drainage installation and maintenance of traffic functions.

Knowledge, Skills, and Abilities:

- Knowledge of the operation of medium and heavy public works equipment.
- Knowledge of the operation of hydraulic excavating equipment.
- Knowledge of traffic and highway safety rules and regulations.
- Skill in the smooth operation of hydraulic excavating equipment.
- Ability to understand and follow oral and written instructions.
- Ability to install culverts, storm drain and catch basins.
- Must be able to cut to ditch grade, understand and cut to grade stakes and finish grade including flow line and slope grade.

Physical Skills:

The individual in this position must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle or heavy equipment for up to (4) hours; of which (4) hours may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Individual in this position must be able to use both near and far vision. Must be able to walk over uneven or soft surfaces.

MINIMUM QUALIFICATIONS**Education & Experience:**

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from an accredited high school or possession of an acceptable equivalency diploma and a minimum of four years experience in the operation of heavy construction equipment, in a finish grading capacity; or a minimum of eight years' experience in the operation of heavy construction equipment in a finish grading capacity.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Commercial Drivers License, Class B, while employed.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Daily from 06:30am to 17:00pm Monday-Thursday.

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☐
Vehicle ☐ Other:

Approval of Human Resources:

Title: Human Resources Manager

Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JOB DESCRIPTION

REGULAR ☒		SENIOR MANAGEMENT SERVICE ☐		OPS/OTHER ☐	
POSITION INFORMATION				Position Type Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒	
Job Title: Finish Equipment Operator/Assistant Supervisor		Division: Road and Bridge		Department: Road and Bridge	
Job Code: 1083		Pay Grade: 109		Pay Band: \$39,782.45 - \$59,673.67	
Included/Exempt: Included		Type of Transaction: Update			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☒ No ☐	
1. This position reports directly to: Job Title <u>Road Supervisor</u> Job Code <u>0992</u> Pay Grade <u>115</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for the operation of heavy public works excavation equipment in a finish capacity. Position will also function as managerial support staff for the Unit Supervisor.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Operates hydraulic excavating equipment such as a track hoe or back hoe. Occasionally operates smaller construction equipment on a temporary or emergency basis.
- Occasional supervision of employees assigned to specific work stations.
- Washes, cleans and gives routine first echelon maintenance including operation adjustments to equipment. Performs manual laboring tasks as needed.
- Responds productively to change and performs all other related tasks as required and as directed. These tasks may include asphalt paving, drainage installation and maintenance of traffic functions.

Knowledge, Skills, and Abilities:

- Knowledge of the operation of medium and heavy public works equipment.
- Knowledge of the operation of hydraulic excavating equipment.
- Knowledge of traffic and highway safety rules and regulations.
- Skill in the smooth operation of hydraulic excavating equipment.
- Ability to understand and follow oral and written instructions.
- Ability to install culverts, storm drain and catch basins.
- Must be able to cut to ditch grade, understand and cut to grade stakes and finish grade including flow line and slope grade.

Physical Skills:

The individual in this position must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle or heavy equipment for up to (4) hours; of which (4) hours may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Individual in this position must be able to use both near and far vision. Must be able to walk over uneven or soft surfaces.

MINIMUM QUALIFICATIONS**Education & Experience:**

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from an accredited high school or possession of an acceptable equivalency diploma and a minimum of four years experience in the operation of heavy construction equipment, in a finish grading capacity; or a minimum of eight years' experience in the operation of heavy construction equipment in a finish grading capacity.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Commercial Drivers License, Class B, while employed.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Daily from 06:30am to 17:00pm Monday-Thursday.

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☐
Vehicle ☐ Other:

Approval of Human Resources:

Title: Human Resources Manager

Date:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to section 274.05, Florida Statutes.

STATEMENT OF ISSUE

Attached is a list of County Property that needs to be declared Surplus prior to being disposed. In order to use the Internet auction process with Gov-Deals for office equipment and Insight Auctioneers auction service companies, the two-step disposal procedure must be waived by the Board of County Commissioners. In the past years, the auction process has consistently yielded a higher price on the Surplus items sold.

RECOMMENDED ACTION

Move to declare the attached list of County property as Surplus, waive the two-step Surplus Disposal Process, and allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to section 274.05, Florida Statutes.

FISCAL IMPACT

The fiscal impact is unknown. Revenue generated from sale proceeds will be distributed into the appropriate revenue accounts.

Attachments: [Surplus Office 1.3.2024.pdf](#)
[Surplus Equipment 1.3.2023.pdf](#)

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
1				
2		WOOD FILE CABINET		FAIR
3		METAL FILE CABINET LARGE		POOR
4		FILE CABINETS METAL 1 EA		FAIR
5		FILE CABINET 2 DRAWER		FAIR
6		FILE CABINET 4 DRAWER		FAIR
7		TALL FILE CABINETS 1 EA		POOR
8		TOOLBOX CRAFTSMAN		FAIR
9		CHAIR BLACK OFFICE		POOR
10		CHAIRS DESK RED 2		POOR
11		CHAIRS METAL RED 4 EA		POOR
12		ROCKING CHAIR		FAIR
13		CHAIR RACK WITH CHAIRS		FAIR
14		PRINTER CANNON DR 3080 C11		POOR
15		PRINTER CANNON IP 110 4 EA		POOR
16		PRINTER CANNON TR150		POOR
17		PRINTER HP 1320 N		POOR
18		PRINTER HP 4050N		POOR
19		PRINTER HP LASER JET P2055DN		POOR
20		PRINTER HP LASERJET 1320		POOR
21		PRINTER HP LJ 400/401DN		POOR
22		PRINTER OFFICE JET 200		POOR
23		PRINTERS HP 1320 2 EA		POOR
24		PRINTER HP OFFICE JET 3830		FAIR
25		PRINTER DELL 1700		OUT DATED
26		FUJITSU FI-6130 7 EA		POOR
27		FUJITSU FI-6130Z		FAIR
28		FUJITSU 7160		POOR
29		FUJITSU FI-5530C		FAIR
30		FUJITSU SCAN SNAP S1300I		POOR
31		FUJITSU SCAN SNAP S1500 5EA		POOR
32	CD 1084	PRINTER HP DESIGNJET 4500PS 2014		POOR
33	CL 2322	7170 PLOTTER / SCANNER/ PRINTER		POOR
34		SCANNER CANNON DR3080C11 5EA		POOR
35		DESK WOOD L SHAPE		POOR
36		LAPTOP DELL D520 2 EA		OBSOLETE
37		2800 MEM 5 EA		OBSOLETE
38		2800 POWER SUPPLY		OBSOLETE
39		AEORNET 1200		OBSOLETE
40		AEORNET AH-SR2208P		OBSOLETE
41		APC UPS 1500 BATTERY		POOR
42		APC UPS 650 BATTERY 2 EA		POOR
43		ASA 5510 RAM CARDS 2		OBSOLETE
44		BATTERY BACKUP RS1000		POOR
45		C7000 GS BLADE SYSTEM ENCLOSURE		OBSOLETE
46		CATALYST 4500		OBSOLETE
47		CATALYST 4506-E		OBSOLETE
48		CHANNEL MASTER CM7777		OBSOLETE

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
49		CISCO 1130 AP 7 EA		OBSOLETE
50		CISCO 1142N 17 EA		OBSOLETE
51		CISCO 260		OBSOLETE
52		CISCO 2800		OBSOLETE
53	CL 2118	CISCO 2801	RETIRED	OBSOLETE
54	CL 2117	CISCO 2801	RETIRED	OBSOLETE
55		CISCO 2801		OBSOLETE
56		CISCO 2801 PARTS		OBSOLETE
57		CISCO 2801 POE CARD		OBSOLETE
58	CL 1953	CISCO 2811 ROUTER	RETIRED	OBSOLETE
59	CL 1954	CISCO 2811 ROUTER	RETIRED	OBSOLETE
60		CISCO 2900		OBSOLETE
61	CL 2258	CISCO 2900 ROUTER	RETIRED	OBSOLETE
62	CL 2259	CISCO 2900 ROUTER	RETIRED	OBSOLETE
63	CL 2249	CISCO 2901	RETIRED	OBSOLETE
64	CL 2248	CISCO 3750X	RETIRED	OBSOLETE
65		CISCO 3750X 24 PRT		OBSOLETE
66		CISCO 3750X 3 EA		OBSOLETE
67	CL 2175	CISCO 4400 SERIES ELC	RETIRED	OBSOLETE
68		CISCO 4500		OBSOLETE
69	CL 1962	CISCO 48 PORT ETHERMODULE	RETIRED	OBSOLETE
70	CL 1963	CISCO 48 PORT ETHERMODULE	RETIRED	OBSOLETE
71	CL 1964	CISCO 48 PORT ETHERMODULE	RETIRED	OBSOLETE
72		CISCO 7832		POOR
73		CISCO 7925G BATTERIES 4 EA		OBSOLETE
74		CISCO 8865 8 EA		POOR
75		CISCO ACCESS POINTS 24 EA		FAIR
76		CISCO ASA 5505 2 EA		OBSOLETE
77		CISCO ASA 5506		OBSOLETE
78		CISCO C2960L		OBSOLETE
79		CISCO C3560		OBSOLETE
80		CISCO C3560 7 EA		OBSOLETE
81	CL 2205	CISCO C3560V2 24 POE	RETIRED	OBSOLETE
82		CISCO C3750 3 EA		OBSOLETE
83		CISCO C3750G 2 EA		OBSOLETE
84	CL 2104	CISCO C3750G 48 PORT		OBSOLETE
85	CL 2103	CISCO C3750G 48 PORT		OBSOLETE
86	CL 2108	CISCO C3750G 48 PORT		OBSOLETE
87		CISCO C3750X 24 PRT		OBSOLETE
88	CL 2186	CISCO C3750X 24 PRT	RETIRED	OBSOLETE
89	CL 2188	CISCO C3750X 24 PRT	RETIRED	OBSOLETE
90	CL 2238	CISCO C3750X NETWORK SWITCH	RETIRED	OBSOLETE
91	CL 2202	CISCO C3750X NETWORK SWITCH		OBSOLETE
92	CL 2159	CISCO C4506-E NETWORK SWITCH		OBSOLETE
93	CAC 45	CISCO C4506-E NETWORK SWITCH		OBSOLETE
94	CL 2158	CISCO C4506-E SWITCH		OBSOLETE
95	TC 1147	CISCO C4507R+E SWITCH		OBSOLETE

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
96	CL 1968	CISCO C6500 3000W POWER SUPPLY	RETIRED	OBSOLETE
97	CL 1969	CISCO C6500 3000W POWER SUPPLY	RETIRED	OBSOLETE
98	CL 1965	CISCO CATAL YST 6509E		OBSOLETE
99	CL 2261	CISCO CATALYST 4500	RETIRED	OBSOLETE
100	CL 2260	CISCO CATALYST 4500	RETIRED	OBSOLETE
101	CL 2167	CISCO CATALYST 6500 16 PT		OBSOLETE
102	CL 2167	CISCO CATALYST 6500 16 PT		OBSOLETE
103	CL 2309	CISCO CATALYST YST 2960L	RETIRED	OBSOLETE
104		CISCO FD15231HJC		OBSOLETE
105		CISCO HWIC CARDS 6 EA		OBSOLETE
106	CL 1967	CISCO MEM-MSFC2-512MBCAT 6500	RETIRED	OBSOLETE
107	CL 1966	CISCO MEM-XCEF720-512MCAT 6500	RETIRED	OBSOLETE
108		CISCO SIDE MODULE 2 EA		POOR
109		CISCO SWITCH POWER SUPPLY 6 EA		POOR
110		CISCO VG 224		OBSOLETE
111		CISCO VG 224		OBSOLETE
112		CISCO WS SUPA118:A155720-3B		OBSOLETE
113	CL 2181	CISCO WS-SUP-720-3B		OBSOLETE
114		CISCO WS-SUP-720-3B 2 EA		OBSOLETE
115	CL 2180	CISCO WS-X45-CARD CATALYST 4500	RETIRED	OBSOLETE
116		CISCO WS-X45-SUP6L 5 EA		OBSOLETE
117	CL 2240	CISCO WS-X45-SUP7L NETWORK SWITCH	RETIRED	OBSOLETE
118	CL 2241	CISCO WS-X45-SUP7L NETWORK SWITCH	RETIRED	OBSOLETE
119		CISCO WSX4648		OBSOLETE
120		CISCO WS-X4648-RJ45 16 EA		OBSOLETE
121	CL 2243	CISCO WS-X4648-RJ45 NETWORK SWITCH	RETIRED	OBSOLETE
122		CISCO WS-X6148A-GE-TX		OBSOLETE
123	CL 1961	CISCO WS-X6148A-GE-TX	RETIRED	OBSOLETE
124	CL 1960	CISCO WS-X6148A-GE-TX 48 PORT	RETIRED	OBSOLETE
125		CISCO WS-X6148-GE-45AF 4 EA		OBSOLETE
126		CISCO WS-X6716-10GE 3EA		OBSOLETE
127		CISCO WS-X6724-SFP 2 EA		OBSOLETE
128		COMPUTER DELL OPTIPLEX 7010 2 EA		POOR
129		COMPUTER DELL OPTIPLEX 7040 6 EA		POOR
130		COMPUTER DELL OPTIPLEX 7050 18 EA		POOR
131		COMPUTER DELL OPTIPLEX 7060 2 EA		POOR
132		COMPUTER DELL OPTIPLEX 9020 6 EA		POOR
133	CL 1956-002	DELL 2850 FILE SERVER		OBSOLETE
134		DELL MONITOR 18 EA		POOR
135		DELL PC		POOR
136		DELTA ELECT EDPS135AB		OBSOLETE
137		COMPUTER DELL 9020 OPTIPLEX		FAIR
138		ENGENUIS ENH220EXT N300 OUT DOOR ACCESS POINT		OBSOLETE
139		HP TOWER 2 EA		FAIR
140	CL 1772	FIRE ALARM IQ-301		OBSOLETE
141	CL 2269	HITACHI G200		OBSOLETE
142	CL 2268	HITACHI G200		OBSOLETE

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
143	CL 2177	HITACHI HUS 110		OBSOLETE
144		HITACHI HUS 110 7 EA		OBSOLETE
145	CL 2223	HP PROLIANT BL 460C G9 BLADE		OBSOLETE
146	CL 2292	HP PROLIANT BL 460C G9 BLADE		OBSOLETE
147	CL 2291	HP PROLIANT BL 460C G9 BLADE		OBSOLETE
148		HP TOWER		OBSOLETE
149		HP U2850-X5		OBSOLETE
150		HPE BLADE CHASSIS		OBSOLETE
151		HPE BLADE SERVER 7 EA		OBSOLETE
152	CL 2225	HPE LB460 G9		OBSOLETE
153		HWIC CARDS 2 EA		OBSOLETE
154		LAPTOP DELL LATITUDE 3400 3 EA		POOR
155	CL 2320	LAPTOP DELL 5414		OUT DATED
156		LIBERT UPS UNIT		POOR
157		NETGEAR FS726T PROSAFE 24 PRT		OBSOLETE
158		NMESW-16		OBSOLETE
159		POWERDSINE 6006		OBSOLETE
160		PREMIUM MEMORY COMPACT FLASH 1 G		OBSOLETE
161		SM-ES2-16PRT		OBSOLETE
162		TCL TV		POOR
163		UPS 650 7 EA		POOR
164		UPS BATTERIES 12 EA		POOR
165		UPS BATTERY PACK 2 EA		POOR
166		VIC CARDS 3 EA		OBSOLETE
167		VVIC CARDS 2 EA		OBSOLETE
168		WEBCTRL		OBSOLETE
169		WIC CARDS 3 EA		OBSOLETE
170		MISC DATA CABLES		FAIR
171		MISC KEYBOARDS		POOR
172		DELL MONITORS 10 EA		FAIR
173		LAPTOP DELL 3 EA		POOR
174		MISC KEYBOARDS & MOUSE HARD DRIVES		POOR
175		MONITOR DELL 7EA		POOR
176		LENOVO PC TOWER		FAIR
177		MISC KEYBOARDS & MOUSE & CABLES		FAIR
178		LAPTOP DELL 5580 2 EA		FAIR
179		DELL MONITORS 22 EA		FAIR
180		BATTERY BACKUPS 7 EA		POOR
181		COMPUTER DELL 7 EA		POOR
182		COMPUTER DELL 7020 6 EA		POOR
183		COMPUTER DELL 7040 10 EA		POOR
184		COMPUTER DELL 7040 4 EA		POOR
185		COMPUTER DELL 7050 8 EA		POOR
186		COMPUTER DELL 7414 3EA		POOR
187		COMPUTER DELL 780		POOR
188		COMPUTER DELL OPTIPLEX 620 4 AE		POOR
189		COMPUTER DELL OPTIPLEX 7020 28 EA		POOR

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
190		COMPUTER DELL OPTIPLEX 755		POOR
191		COMPUTER DELL OPTIPLEX 780 3 EA		POOR
192		COMPUTER DELL OPTIPLEX 790 8 EA		POOR
193		COMPUTER DELL OPTIPLEX 790 28 EA		POOR
194		COMPUTER DELL OPTIPLEX 9020 1EA		POOR
195		COMPUTER DELL OPTOPLEX 780		POOR
196		HP RP 5800 6 EA		POOR
197		HP SERVERS 6 EA		POOR
198		LAPTOP DELL 3500 2 EA		POOR
199		LAPTOP DELL 7404		POOR
200		LAPTOP DELL 7404 11 EA		POOR
201		LAPTOP DELL D430		POOR
202		LAPTOP DELL D520		POOR
203		LAPTOP DELL D520		POOR
204		LAPTOP DELL D610		POOR
205		LAPTOP DELL D630 3 EA		POOR
206		LAPTOP DELL D820		POOR
207		LAPTOP DELL E6400 5 EA		POOR
208		LAPTOP DELL XFR 5 EA		POOR
209		LAPTOP DELL XPS		POOR
210		LAPTOP DLL XFR		POOR
211		MONITORS DELL 3 EA		POOR
212		MONITORS DELL 4 EA		POOR
213		COMPUTE DELL GXE 20		OUT DATED
214		COMPUTER DELL 7040 2 EA		OUT DATED
215		COMPUTER DELL OPTIPLEX 9020 5 EA		OUT DATED
216		COMPUTER DELL WINDOW XP PROFESSIONAL		OUT DATED
217		COMPUTER DELL OPTIPLEX 7050		OUT DATED
218		DELL MONITORS 6 EA		FAIR
219	LF 236	CISCO C3560E	RETIRED	OBSOLETE
220	LPL 117	40" LCD MONITOR		POOR
221	LPL 108	LAPTOP DELL 1150		POOR
222		COMPUTER DELL 9020 OPTIPLEX		OUT DATED
223		MISC COMPUTER SUPPLIES		POOR
224		MISC MONTIORS 29 EA		POOR
225		MONITORS DELL 50 EA		POOR
226		MONITORS DELL 22 EA		POOR
227		GATEWAY LAPTOP 9500		POOR
228		SYX SYSTEM MAX SN# 107567974		POOR
229		MONITOR MOUNT STANDS		POOR
230		CISCO 2900		POOR
231		CISCO 2911		POOR
232		RECORD VIDEO RECORDER SILVERSTONE		FAIR
233		QUAD COLOR PROCESSOR		POOR
234		ALTRONIX SN# R615DE616ULCB		POOR
235		GIGABIT POE SERVER RAILS		POOR
236		DELL POWER CONNECT 2808		POOR

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
237		COMPUTER DELL OPTIPLEX 9020		POOR
238		SYX SYSTEMMAX COMPUTER		POOR
239		UPS SERVER RACK		POOR
240		CISCO WIRELESS INTERFACE CARD		POOR
241		LAPTOP DELL INSPIRON 13 6 EA		POOR
242	BC 526	GENERATOR HONDA EM7000IS		POOR
243		K-12 SAW 2 EA		FAIR
244		PORTABLE FLOAT PUMP 8 HP		POOR
245		SAW/SAW CORDED		POOR
246		1 1/2 BOOSTER NOZZLE		FAIR
247		1 1/5 BOSSTER NOZZLE		FAIR
248		1 IN SHUT OFF VALVE		FAIR
249		10 IN FOAM CANNON		FAIR
250		2 EA 2.5/ 1IN WYE		FAIR
251		2 EA DECK SUN NOZZELS		FAIR
252		3IN X 1 1/5 WYE		FAIR
253		5 IN FOAM CANNON		FAIR
254		5 IN STEAMER CAP		FAIR
255		5 IN VALVE		FAIR
256		5 LB CHAIN		FAIR
257		6 EA GAS HOLDERS		FAIR
258		7 GALLON OIL TANK		FAIR
259		AIR BAGS 2 EA		FAIR
260		AIR BAGS ROUND 2 EA		FAIR
261		BOOSTER HOSE		FAIR
262		BOOSTER HOSE 25FT		FAIR
263		CORDED LIGHT		FAIR
264		EMS TOTE		POOR
265		FLASHLIGHT BIG BOX 13 EA		POOR
266		FOAM NOZZLES 4 EA		FAIR
267		GAS CANS 2 EA		POOR
268		GATED WYE 3 IN		FAIR
269		HIGH PRESSURE VALVE		FAIR
270		HOSE JACKET		FAIR
271		HOSE REEL		FAIR
272		HOSE REEL		FAIR
273		LIGHT TOWERS 4 EA		FAIR
274		ROTATING RED LIGHT		FAIR
275		SCBA BOTTLES 10 EA		OUT DATED
276		SCBA BRACKETS 6 EA		FAIR
277		SPEAR NOZZLE		FAIR
278		SPREADER TOOL HOLDER		FAIR
279		STEAM CAP 5		FAIR
280		FILTER FUEL FRAM C1191A		FAIR
281		BLADE 45327		FAIR
282		BLADE A 007507871		FAIR
283		BLADE A 007507881 10 EA		FAIR

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
284		BLADE A00759330		FAIR
285		BLADE A065201330		FAIR
286		BLADE BOLT KIT A571044 4 EA		FAIR
287		BLADE H625899		FAIR
288		BLADE JDGP14 2 EA		FAIR
289		BLADE L 401027 6 EA		FAIR
290		BLADE L 45326 2EA		FAIR
291		BLADE L 464 11EA		FAIR
292		BLADE L 750787 6 EA		FAIR
293		BLADE L 750788 5 EA		FAIR
294		BLADE L0622010530		FAIR
295		BLADE L401026 6 EA		FAIR
296		BLADE L401032		FAIR
297		BLADE L58201660 3 EA		FAIR
298		BLADE L652010330 2 EA		FAIR
299		BLADE L7507885 10 EA		FAIR
300		BLADE W52742 9 EA		FAIR
301		BOLTS & NUTS BB70 21 EA		FAIR
302		BOLTS & NUTS BB87 45 EA		FAIR
303		BOLTS 251-018 22 EA		FAIR
304		BOLTS BB26 6 EA		FAIR
305		FILTER AIR 546620 2 EA		FAIR
306		FILTER AIR CA 1588 4 EA		FAIR
307		FILTER AIR NAPA 6531 3EA		FAIR
308		FILTER COOLANT FRAM PR 3383		FAIR
309		FILTER COOLANT LFW-4685		FAIR
310		FILTER COOLANT WIX 24070		FAIR
311		FILTER DZ105796		FAIR
312		FILTER FUEL 533680 2 EA		FAIR
313		FILTER FUEL NAPA 3196		FAIR
314		FILTER FUEL RE 509208		FAIR
315		FILTER FUEL RE 526557		FAIR
316		FILTER FUEL RE 529644		FAIR
317		FILTER FUEL RE 546336		FAIR
318		FILTER FUEL RE509031 2 EA		FAIR
319		FILTER HYD 02961001		FAIR
320		FILTER HYD 02961831		FAIR
321		FILTER HYD 8189132		FAIR
322		FILTER HYD 84257511		FAIR
323		FILTER HYD AL112936 3 EA		FAIR
324		FILTER HYD AL118036 2EA		FAIR
325		FILTER HYD AL156625 5 EA		FAIR
326		FILTER HYD AL169573		FAIR
327		FILTER HYD AL169573 3 EA		FAIR
328		FILTER HYD AL203060 3EA		FAIR
329		FILTER HYD FRAM P3952 2 EA		FAIR
330		FILTER HYD NAPA 1712		FAIR

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
OCTOBER 2019**

	D	E	F	G
1	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION
331		FILTER NAPA 1494		FAIR
332		FILTER OIL AL203060 3 EA		FAIR
333		FILTER OIL AL203061 2EA		FAIR
334		FILTER OIL FRAM PH 8A 3 EA		FAIR
335		FILTER OIL LFH-4926 2 EA		FAIR
336		FILTER CAT 054-1719		POOR
337		FILTER CAT 360-8958		POOR
338		FILTER CAT IR-0762		POOR
339		FILTER CAT 465-6506		POOR
340		FILTER CAT 378-3187		POOR
341		FILTER CAT 85-9129		POOR
342		FILTER VOLVO 21535312		POOR
343		FILTER ALLISON 80784084		POOR
344		FILTER CARQUEST 85495		POOR
345		BRIGGS & STRATON 100-891		POOR
346		BECKETT 578704		POOR
347		FILTER NAPA 1798		POOR
348		FILTER NAPA 3937		POOR
349		FILTER NAPA 3418		POOR
350		FILTER NAPA 9108		POOR
351		KSI 2199633		POOR
352		FILTER NAPA 9832		POOR
353		FILTER CAT 290-2287		POOR
354		FILTER CAT 984-9537		POOR
355		TIRE CHANGING MACHINE COATS 5030E		POOR
356	RB 2384	ICE O MATIC ICE MACHINE		POOR
357		LIGHTS SOLAR HAZARD 20 EA		FAIR
358		ATOMIC TIME /DATE STAMP		FAIR
359		BLACK ROLLING CART		FAIR
360		PROJECTOR TOSHIBA		FAIR
361		CART FLAT BED MAROON		POOR
362		LINE MAINTENANCE ROPE W/POLES		FAIR
363		MISC SHELIVING		FAIR
364		CAMERA DIGITAL 2 EA		POOR
365		BOOK SHELF		POOR
366		MISC OFFICE SUPPLIES		POOR
367		METAL RAILS 2 EA		FAIR
368		CART METAL ROLLING		FAIR
369		TABLES FOOD SERVICE		FAIR
370	SEE LIST	LOOP/TUBE COUNTERS JAMAR TRAX 111 PLUS 10 EA	RETIRED	OBSOLETE
371	SEE LIST	RADAR TRAFFIC COUNTERS JAMAR 20 EA	RETIRED	OBSOLETE

**HIGHLANDS COUNTY BOCC
SURPLUS PROPERTY DISPOSITION LIST
DECEMBER 2023**

SURPLUS #	COST CENTER	DEPARTMENT TURNING IN	FIXED ASSET #	DESCRIPTION	SERIAL #	CONDITION	
1	6105	PARKS	PR 141	2007 TORO WORKMAN 16HP	270000308	POOR	
3	6102	PARKS	PR 168	OUTBOARD MOTOR 25 HP YAMAHA	100264	POOR	RETIRED
4	6102	PARKS	PR 201	2016 WALKER MOWER	123280	POOR	
5	6102	PARKS	PR 180	2004 MOWER WALKER 26 HP		POOR	RETIRED
6	5105	EMS	EMS 549	2007 FORD EXPLORER 4X4	1FMEU73837UB64880	POOR	
7	4103	R&B	RB 2212	2007 TRAILER 16 FT	1XNU616B671022370	POOR	
8	2211	PROPRERTY APP	TA 1092	2008 FORD ESCAPE	1FMCU03138KE77572	POOR	
9	3217	FIRE RES	VVFD 51	1996 CHEV K3500 BRUSH TRUCK	1GBJK34J4TE205321	POOR	
10	3217	FIRE RES	LLF 59	1985 CHEV 2500 3/4 TON TRUCK	1GCGK4M3FF431813	POOR	
11	3217	FIRE RES	VVFD 30	1987 FORD 8000 FIRE TRUCK	1FDYD80UXHVA50598	POOR	
12	6102	PARKS	PR 120	2004 SILVERADO 1500 PICKUP	1GCEC14V24Z323976	POOR	
13	3991	EOC	CD 908	1997 GENERATOR 25KW	2034957	POOR	
14	5101	HEALTH DEPT	HD 1026	2011 FORD ESCAPE	1FMCU9C79CKA59623	POOR	
15	2672	FAC	BC 553	2005 JEEP LAREDO 4WD	1J4GR48K05C710825	POOR	
16	6102	PARKS	PR 139	2007 TORO PRO 5040	270000497	POOR	
17	6105	PARKS	PR 197	2016 TORO 500	315000304	POOR	
18	6102	PARKS	PR 172	2013 EXMARK LZ 940	312651804	POOR	
19	6102	PARKS	PR 182	1993 TORO GROUND MASTER		POOR	RETIRED

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Clinton Howerton, Jr., P.E., Critical Infrastructure Director

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-033 for reallocating funds to Project #23043 (OSTDS Remediation Plan).

STATEMENT OF ISSUE

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, into the statutes for the State of Florida. This statute specifies areas (impacted areas) in the state where Enhanced Nutrient-Reducing Onsite Sewage Treatment and Disposal Systems (ENR-OSTDS) are required instead of conventional septic systems. On July 1, 2023, the Enhanced Nutrient Reduction Onsite Treatment and Disposal System (OSTDS) requirements went into effect. Most of Highlands County was included in the impacted areas and applies to new septic systems on lots 1 acre or less. To comply with this requirement, each local government is required to submit an OSTDS remediation plan to the state. By February 1, 2024, each local government must submit to the Department of Environmental Protection (“Department”) a draft wastewater treatment plan for the Department’s review. By August 1, 2024, the local government must submit to the Department a complete wastewater treatment plan that addresses all Department comments on the draft plan. The funds provided via this request will be used to hire a consultant to prepare the report to satisfy these requirements.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-033 for reallocating funds to Project #23043(OSTDS Remediation Plan).

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$25,000.00 from Cost Center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) and will be appropriated in Cost Center 4501 (Critical Infrastructure – Operations), account 53100Z (Project Professional Services), Project 23043 (OSTDS Remediation Plan).

Attachments: [23-24-033 Proj 23042 OSTDS Remediation Plan \(BA\).pdf](#)
[Final Order for BMAP Plan Determinations.pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED

O.M.B DEPARTMENT

December 15, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

Clinton Howerton, Jr., P.E.,
Critical Infrastructure Dir.

DATE: 12/12/2023

SUBMITTED BY:

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 9990, 4501
PROJECT(S) #: 23043 PROJECT TITLE(S): OSTDS Remediation Plan COST CENTER TITLE(S): Operations
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		430,107.00		25,000.00	405,107.00
E	005	4501	53100Z	Project Professional Services	23043	0.00	25,000.00		25,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This Budget Amendment is necessary to move funds from Reserve for Contingency in Fund 005 to Cost Center 4501 (Critical Infrastructure - OPER) for the preparation of a remediaiton draft plan for septic tank reporting to the state.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-033

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

State of Florida
Department of Environmental Protection

IN RE:

Determination Regarding Necessity of Wastewater Treatment
Plans and Onsite Sewage Treatment and Disposal System
Remediation Plans For Certain Nutrient Basin Management
Action Plans, Pursuant to Subparagraph 403.067(7)(a)9, F.S.

OGC Case No. 23-0112 to 0135

Final Order

Subparagraph 403.067(7)(a)9., Florida Statutes, specifies that local governments¹ within a Basin Management Action Plan (“BMAP”) must develop a wastewater treatment plan and/or an onsite sewage treatment and disposal system (“OSTDS”) remediation plan containing certain information, if the Florida Department of Environmental Protection (“Department”) “identifies domestic wastewater treatment facilities or onsite sewage treatment and disposal systems as contributors of at least 20 percent of point source or nonpoint source nutrient pollution or if the Department determines remediation is necessary to achieve the total maximum daily load (“TMDL”).

The Department has determined that the domestic wastewater treatment facilities and/or OSTDS sources within the following BMAPs meet the 20 percent contribution threshold and/or remediation of these sources is necessary to achieve the BMAP for a nutrient TMDL, pursuant to subparagraph 403.067(7)(a)9., Florida Statutes:

Alafia River Basin (23-0112)
Banana River (23-0113)
Caloosahatchee River and Estuary Basin (23-0114)
Central Indian River Lagoon (23-0115)
Everglades West Coast Basin (23-0116)
Lake Harney, Lake Monroe, Middle St. Johns, and Smith Canal (23-0117)
Lake Jesup (23-0118)
Lake Okeechobee (23-0119)
Lower St. Johns Main Stem (23-0120)
Manatee River Basin (23-0121)
North Indian River Lagoon (23-0122)
Orange Creek (23-0123)
St. Lucie River and Estuary (23-0124)
Upper Ocklawaha River Basin (23-0125)
Wekiva River, Rock Springs Run, and Little Wekiva Canal (23-0126)
Crystal River/Kings Bay (23-0127)
DeLeon Spring (23-0128)
Gemini Springs (23-0129)
Homosassa and Chassahowitzka Springs Groups (23-0130)
Silver Springs and River and Rainbow Spring Group and River (23-0131)

¹ As used herein, “local governments” refers to county governments and municipalities.

Upper Wakulla River and Wakulla Spring (23-0132)

Volusia Blue Spring (23-0133)

Weeki Wachee (23-0134)

Wekiwa and Rock Springs (23-0135)

Wastewater Treatment Plans

In cooperation with the Department, water management districts, and public and private domestic wastewater facilities, each local government within the above referenced BMAPs that either contains a domestic wastewater facility within its jurisdictional boundaries, or has a demonstrated need to establish a domestic wastewater treatment facility within its jurisdiction to improve water quality in order to achieve the water quality objectives of the BMAP, must develop a wastewater treatment plan containing the following information for each domestic wastewater facility in the local government's jurisdiction:

- 1) The facility's permitted capacity in average annual gallons per day;
- 2) The facility's permitted TN and TP effluent limits for the facility;
- 3) The annual TN and TP loads (showing both flow and concentrations) discharged from the facility over the past five years, estimated if necessary;
- 4) A capacity analysis for the facility, considering future growth over the next 20 years;
- 5) A list and ranking of facility construction, expansion, or upgrades necessary to meet applicable nutrient water quality requirements (for example, to meet nutrient effluent limits in BMAPs and TMDLs, section 403.064(17), Florida Statutes, requirements, or other statutory or regulatory requirements), and the estimated costs of these facility improvements; and,
- 6) A projected timeline of the dates by which the construction of any facility improvements, including new/extended sewer lines, will begin and be completed and the date by which operations of the improved facility will begin.

Within 30 days of the effective date of this Order, any local government within any of the above referenced BMAPs that does not contain a domestic wastewater facility and does not believe it has a demonstrated need to establish a domestic wastewater treatment facility within its jurisdiction to improve water quality in order to achieve the water quality objectives of the BMAP, shall submit to the Department a written explanation along with any information supporting its contention.

The Department encourages counties and municipalities to file joint wastewater treatment plans where possible. By February 1, 2024, each local government must submit to the Department a draft wastewater treatment plan for the Department's review. By August 1, 2024, the local government must submit to the Department a complete wastewater treatment plan that addresses all Department comments on the draft plan.

OSTDS Remediation Plans

In cooperation with the Department, the Department of Health, water management districts, and public and private domestic wastewater facilities, each local government within the above referenced BMAPs must also develop an OSTDS remediation plan containing the following information:

- 7) An inventory of the OSTDS (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction or service area based on the best information available;
- 8) An estimate of future growth in new OSTDS over the next 20 years in the local government's jurisdiction or service area (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude);
- 9) An inventory of OSTDS that are expected to be eliminated over the next 20 years through connection to central sewer lines of a domestic wastewater facility or other distributed wastewater system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude);
- 10) Identification of deadlines and interim milestones for the planning, design, and construction of new/extended central sewer lines and replacement of OSTDS by connection to the new/extended lines (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude)
- 11) The estimated costs associated with the projects in 10) above;
- 12) For OSTDS that are not expected to be eliminated over the next 20 years through connection to central sewer lines, an estimate of the number of these OSTDS that will require upgrading to enhanced nutrient-reducing OSTDS or participating in a distributed wastewater treatment system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction, in order to meet the water quality objectives of the BMAP;
- 13) The estimated costs associated with upgrading to enhanced nutrient-reducing OSTDS that are identified in 12); and,
- 14) Any other cost-effective and financially feasible projects necessary to achieve the nutrient load reductions for OSTDS in order to meet the water quality objectives of the BMAP with estimated costs, timelines, and locational information.

Within 30 days of the effective date of this Order, any local government within any of the above referenced BMAPs that does not believe it has a demonstrated need to create an OSTDS remediation plan to improve water quality in order to achieve the water quality objectives of the BMAP, shall submit to the Department a written explanation along with any information supporting its contention.

The Department encourages counties and municipalities to file joint OSTDS remediation plans where possible. By February 1, 2024, each local government must submit to the Department a draft OSTDS remediation plan for the Department's review. By August 1, 2024, the local government must submit to the Department a complete OSTDS remediation plan that addresses all Department comments on the draft plan.

Submittals to the Department

All submittals required herein shall be transmitted electronically to Moira Homann at BMAPProgram@floridadep.gov.

Notice of Rights

The action shall become final unless a timely petition for an administrative proceeding is filed pursuant to the provisions of Sections 120.569 and 120.57 of the Florida Statutes, before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the department's proposed agency action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the department's Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions must be filed within 21 days of publication of the public notice or within 21 days of receipt of this order, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who asked the department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the department's final action may be different from the position taken by it in this

order. Persons whose substantial interests will be affected by any such final decision of the department on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation is not available for this proceeding.

A party who is adversely affected by this order has the right to seek judicial review under Section 120.68 of the Florida Statutes, by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the department in the Office of the General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the department.

DONE AND ORDERED this 12th day of June, 2023, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Digitally signed by
Shawn Hamilton
Date: 2023.06.12
14:21:29 -04'00'

Shawn Hamilton
Secretary

FILED ON THIS DATE PURSUANT TO § 120.52,
FLORIDA STATUTES, WITH THE DESIGNATED
DEPARTMENT CLERK, RECEIPT OF WHICH IS
HEREBY ACKNOWLEDGED.

Lea
Crandall
Digitally signed
by Lea Crandall
Date: 2023.06.12
15:55:13 -04'00'

CLERK

June 12, 2023

DATE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request adoption of Resolution 23-24-52, authorizing the County Administrator to execute Corrective Deeds related to waiving any unintended reservation in phosphate, minerals, metals and/or petroleum rights and Deeds to correct inadvertent errors.

STATEMENT OF ISSUE

Pursuant to Florida Statutes, Section 125.35, Highlands County is expressly authorized to sell real property which is owned by the County. Florida Statutes, Section 270.11, reserves, unto a local government, certain interests in phosphate, minerals, metals and/or petroleum, in the sale of real property, unless the applicable agency chooses not to reserve such interests. Due to this statutory reservation in phosphate, minerals, metals and/or petroleum, which the County has never intended to reserve, a local title company has started to request that the County provide corrective deeds waiving any statutory reservation which may exist in real property that the County previously sold to third parties. In addition, from time to time, inadvertent errors are found in deeds wherein the County has transferred real property to a new property owner. Due to the time constraints related to real estate transactions, it would be more efficient for the County Administrator to have the authority to execute deeds to correct inadvertent errors and/or to waive any unintended statutory reservation in phosphate, minerals, metals and/or petroleum.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-52, authorizing the County Administrator to execute Corrective Deeds related to waiving any unintended reservation in phosphate, minerals, metals and/or petroleum rights and Deeds to correct inadvertent errors.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Resolution.County Admin.corrective deeds.sgs.pdf](#)

RESOLUTION NO. 23-24-52

A RESOLUTION OF HIGHLANDS COUNTY PERTAINING TO CORRECTIVE COUNTY DEEDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO EXECUTE CORRECTIVE COUNTY DEEDS; 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 Florida Statutes, Section 125.35, Highlands County is expressly authorized to sell real property which is owned by the County; and

WHEREAS, Florida Statutes, Section 270.11, reserves unto a local government certain interests in phosphate, minerals, metals and/or petroleum, in the sale of real property, unless the applicable agency chooses not to reserve such interests; and

WHEREAS, due to this statutory reservation in phosphate, minerals, metals and/or petroleum which the County has never intended to reserve, a local title company has started to request that the County provide corrective deeds waiving any statutory reservation which may exist in real property that the County previously sold to third parties; and

WHEREAS, from time to time, inadvertent errors are found in deeds wherein the County has transferred real property to a new property owner; and

WHEREAS, the County has determined, in pursuit of government efficiency, that granting the County Administrator the authority to execute deeds to correct inadvertent errors and/or to waive any unintended statutory reservation in phosphate, minerals, metals and/or petroleum is in the best interest of the citizens of Highlands County.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY 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. Authorization for County Administrator to Execute Corrective County Deeds. The County Administrator is hereby authorized to execute deeds for recording to correct inadvertent errors and/or to waive any unintended statutory reservation in phosphate, minerals, metals and/or petroleum as described in Florida Statutes, Section 270.11, provided that such corrective deeds are reviewed and approved by the County Attorney.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as 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 authorization for the County Administrator to execute corrective deeds on behalf of the County, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 18 day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Approval of authorization letter for Department of Environmental Protection based on the Lake Istokpoga Nutrient Reduction Workplan agreement with South Florida Water Management District and Aguacultural LLC.

STATEMENT OF ISSUE

The Highlands County Board of County Commissioners approved supporting the draft workplan for Nutrient Reduction Project in Lake Istokpoga between South Florida Water Managements District and Aguaculture LLC at the November 2023 Board meeting. The Department of Environmental Protection is requesting a letter of authorization from the County in relation to this project. The letter states the County is authorizing only areas that are deemed Board approved areas maintained for herbicide treatment via our Invasive Plant Management Program. These areas are labeled utilizing internal asset numbers and names through Cartegraph-OpenGov software. Please see attached letter for listing.

RECOMMENDED ACTION

Move to approve authorization letter for Department of Environmental Protection based on the Lake Istokpoga Nutrient Reduction Workplan agreement with South Florida Water Management District and Aguacultural LLC.

Attachments: [Aquaculture LLC - Letter of no objection.HCBCC.CLEAN.SGS.DR comments1-11-2024 \(002\).docx](#)

January 18, 2024

Aquaculture, LLC
Mr. Mike Graves
600 Cleveland Street, #263
Clearwater, FL 33755

RE: Highlands County – Environmental Resource Permitting Program
Site Name: Lake Istokpoga Dredge and Vegetation Removal
Site ID: 440699
DEP Application No.: 0440699-001 EE
DRAFT Lake Istokpoga NEWNLR Annual Work Plan (“Plan”)

Dear Mr. Graves:

Recently, you advised Highlands County that the Florida Department of Environmental Protection (“DEP”) has requested additional information from you related to the above referenced Plan. It is our understanding that specifically DEP is requesting that you obtain authorization from Highlands County related to those portions of the Plan which involve work in canals and/or waterways which are maintained by Highlands County.

Please note that Highlands County does not have an ownership interest in any of the waterways and/or canals included within the Plan; however, Highlands County does apply herbicide on a routine schedule to certain of the waterways and/or canals included within the Plan. As such, this correspondence shall serve as our acknowledgement of the above referenced Plan and to inform the DEP that we do not object to the scope of the Plan including the following canals and/or waterways to which Highlands County applies herbicide on a routine basis:

#43—Star Canals - 1

#56—Istokpoga Shores Canal – 2

#55—Istokpoga Shores Canal – 1

#49—Rutledge Canal

#54—Hendresons Canal - 2

#48—Big Mac Lane Canal

#10—Elliot Canal - 1

#46—Istokpoga Park Canal Access

Please note, the above canals/waterways are listed by internal asset numbers/names and may not represent the common canal name or title.

If you have any questions regarding the information contained herein, please do not hesitate to contact the County at 863-402-6529; director@highlandsfl.gov.

Sincerely,

Kevin Roberts, Chairman
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: County Administrator Laurie Hurner

SUBJECT/TITLE: Request approval of the 2024 board meeting schedule.

STATEMENT OF ISSUE

Adoption of the regular board meeting schedule in accordance with Section 125.01 (1) (a) Florida Statutes.

RECOMMENDED ACTION

Move to approve the 2024 board meeting schedule.

Attachments: [2024 Schedule of Board Meetings.docx](#)

2024 Schedule of Board Meetings
pursuant to procedures adopted in Resolution 22-23-18

January 4, 2024 (Thursday)
January 18, 2024 (Thursday)
February 6, 2024
February 20, 2024
March 5, 2024
March 19, 2024
April 2, 2024
April 16, 2024
May 7, 2024
May 21, 2024
June 4, 2024
June 18, 2024
July 2, 2024
July 16, 2024
August 6, 2024
August 20, 2024
September 5, 2024 (Thursday)
September 17, 2024
October 1, 2024
October 15, 2024
November 5, 2024
November 19, 2024
December 3, 2024
December 17, 2024

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Clerk's Accounting Manager Jackie Gabrus, CGFM

SUBJECT/TITLE: Court-related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners

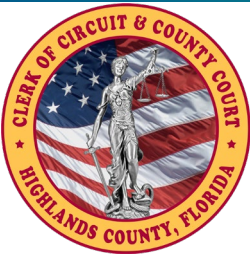
STATEMENT OF ISSUE

This summary report is being provided in accordance with section 318.18(13) and 939.185 Florida Statutes, and Section 2.5 and 2.8 of the Highlands County Code of Ordinances.

RECOMMENDED ACTION

Move to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended September 30, 2023.

Attachments: [FY 2023 Court-Related and Other Misc Funds Memo September 2023.pdf](#)



Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: January 18, 2024

To: Highlands County Board of County Commissioners

**From: Jackie Gabrus, Accounting Manager
Highlands County Clerk of Courts**

**Subject: Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the
Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for July through September 2023.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	\$ 190,686.15(a)	\$ 60,687.52	\$ 394,677.53
131	Intergovernmental Radio Communications Fund	30,938.34	0.00	0.82
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	7,460.07	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	8,237.17	0.00	27,500.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	48,320.59	42,479.75	84,784.99
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	4,668.63	44,190.55	6,209.45
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	4,523.38	4,523.38	4,898.75
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	4,520.85	24,918.38	645.66
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	4,580.03	0.00	4,747.62
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	5,585.17	2,684.43	N/A

(a) Revenues received from the state lag 2-3 months.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
Nicholas Sawyer, Deputy County Administrator/Chief of Staff
David Ontermma, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Corey Amundsen, Emergency Management Manager

SUBJECT/TITLE: Request adoption of Resolution 23-24-56 approving the Emergency Management Performance Grant (EMPG) with Florida Division of Emergency Management.

STATEMENT OF ISSUE

The 2023-2024 Emergency Management Performance Grant Agreement (EMPG) is for \$59,517.00. This is a recurring federal grant for Emergency Management to assist in operational funding and part of the BASE grant funding for Emergency Management.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-56 approving the Emergency Management Performance Grant (EMPG) with Florida Division of Emergency Management.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of \$59,517.00 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: [Res. 22-23-56.EMPG.G0453.sgs.pdf](#)

RESOLUTION NO. 23-24-56

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO THE EMERGENCY MANAGEMENT
PERFORMANCE GRANT WITH THE FLORIDA DIVISION
OF EMERGENCY MANAGEMENT RELATED TO
AGREEMENT NO.: G0453; PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
APPROVAL OF AGREEMENT AND AUTHORIZATION TO
EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS
CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Highlands County applied for a Federally Funded Grant Agreement, pursuant to the Florida Division of Emergency Management Agreement No.: G0453, Emergency Management Performance Grant (EMPG) which provides state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes; and

WHEREAS, the Florida Division of Emergency Management has awarded a Federally Funded Grant to Highlands County in accordance with the Agreement identified by Agreement No.: G0453; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with Florida Division of Emergency Management to accept the funding awarded.

**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 Agreement and Authorization to Execute. The Emergency Management Performance Grant Agreement No.: G0453, with the Florida Division of Emergency Management, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the Florida Division of Emergency Management Grant Agreement No.:G0453, approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Florida Division of Emergency Management
Grant Agreement No.: G0453

**FY2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT
FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. § 200.1 states that 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, “pass-through entity” means “a non-federal entity that provides a subaward to a Sub-Recipient to carry out part of a federal program.”

As defined by 2 C.F.R. § 200.1, “Sub-Recipient” means “a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award.”

As defined by 2 C.F.R. § 200.1, “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, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:	<u>Highlands County</u>
Sub-Recipient's unique entity identifier:	<u>DVGCMAE96DX5</u>
Federal Award Identification Number (FAIN):	<u>DHS-23-GPD-042-04-01</u>
Federal Award Date:	<u>10/1/2022 – 09/30/2025</u>
Subaward Period of Performance Start and End Date:	<u>10/1/2023 – 03/31/2025</u>
Budget Period Start and End Date:	<u>10/1/2022 – 03/31/2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$59,517.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$59,517.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$59,517.00</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>FL. Division of Emergency Mgmt.</u>
Contact information for the pass-through entity:	<u>Kevin Guthrie, Executive Director</u> <u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32399</u>
Assistance Listings Number and Title	<u>97.042-Emergency Management</u> <u>Performance Grant (EMPG) Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>31.90%</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Highlands County**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express

reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Brandi King
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
Telephone: 850-815-4419
Email: Brandi.King@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Corey Amundsen
6850 W. George Blvd
Sebring, FL 33875
Telephone: 863-402-7670
Fax: _____
Email: camundsen@highlandsfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

- (i) The terms and conditions of the federal award prohibit the extension.
- (ii) The extension requires additional federal funds.
- (iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2023 and shall end March 31, 2024** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. § 200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$59,517.00**.
- d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. § 200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 (“Compensation—personal services”) and 2 C.F.R. § 200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently

followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient shall provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division’s grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term “improper payment” means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.
- iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.
- v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
 - 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.
- e. In accordance with 2 C.F.R. § 200.336, the Division shall always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of

public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facides.census.gov>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all

subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13)MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately

caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
 - f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and
 - g. Exercise any other rights or remedies which may be available under law.
- Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.
- c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.
- d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-

Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as

well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected
- g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.
- i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <https://www.fema.gov/grants/procurement>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19) ATTACHMENTS AND EXHIBITS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
 - iii. Exhibit 3 – Certification Regarding Lobbying
 - iv. Attachment A – Program Budget
 - v. Attachment B – Scope of Work
 - vi. Attachment C – Deliverables and Performance
 - vii. Attachment D – Program Statutes and Regulations
 - viii. Attachment E – Justification of Advance Payment
 - ix. Attachment F – Warranties and Representations
 - x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - xi. Attachment H – Statement of Assurances

- xii. Attachment I – Mandatory Contract Provisions
- xiii. Attachment J – Financial and Program Monitoring Guidelines
- xiv. Attachment K – EHP Guidelines
- xv. Attachment L – Reimbursement Checklist
- xvi. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any

copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall 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 contractor 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.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall 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.

iv. The contractor shall 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 contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall 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.

vi. The contractor shall 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 shall 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.

vii. In the event of the contractor's 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 contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 shall be binding upon each subcontractor or vendor. The contractor shall 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the

applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor 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.

ii. Subcontracts. The contractor or subcontractor 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.

iii. Breach. A breach of the contract clauses 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance 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, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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 recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using 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; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient shall take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to 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, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Highlands County

By: _____

Name and Title: Chris Campbell, Chairman, Highlands County Board of County Commissioners

Date: _____

FID# 59-60000655

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Executive Director

Date: _____

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: **\$ 59,517.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2023 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Sub-Recipient: Highlands County

By: _____ Date: _____

Chris Campbell, Chairman, Highlands County Board of County Commissioners
Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2023 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: Highlands County

By: _____ Date: _____

Chris Campbell, Chairman, Highlands County Board of County Commissioners
Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EX HIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☒ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Chris Campbell, Chairman, Highlands County Board of County Commissioners
Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category shall require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. This equipment is limited to select items on the Authorized Equipment List (AEL), as further provided in Attachment B, Section II. Subsection C:

A detailed list of the allowable prevention and protection categories and equipment standards for the Emergency Management Performance Grant (EMPG) Program are listed at the following website: <http://www.fema.gov/authorized-equipment-list>.

The *transfer of funds between the categories* listed in the "Program Budget and Scope of Work" *is permitted*. However, the *transfer of funds between Issues is strictly prohibited*.

Grant	FY2023 Emergency Management Performance Grant (EMPG) Program	
Recipient Agency	Highlands County	
Category(s)	Project Title	Amount Allocated
Planning Expenditures		
Organizational Expenditures		
Exercise Expenditures		
Training Expenditures		
Equipment Expenditures		
Management and Administration (up to 5%)		
Total Award	\$ 59,517.00	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

EMPG Budget Detail Worksheet				
Provide the "AEL item number" and "Title" in the necessary columns below.				
Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Project
Development and enhancement of security plans and protocols				
Development or further strengthening of security assessments				
Emergency contingency plans				
Evacuation/Shelter-in-place plans				
Coordination and information sharing with fusion centers				
Other project planning activities with prior approval from DHS/FEMA				
Total Planning Expenditures			\$	
Allowable Organizational Costs: Eligible Organizational expenses are for Salaries and Fringe Benefits, Utilities (electric, water and sewage), Supplies/Materials, Service/Maintenance agreements, Memberships, Publications, Postage, and Storage.	Quantity	Unit Cost	Total Cost	Project
<u>Salaries and Fringe Benefits</u>	5	\$11,903.40	\$59,517.00	
Total Organizational Expenditures			\$ 59,517.00	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Project
Exercise Planning Workshop - Grant funds may be used to conduct exercises to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, and documentation.				
Total Exercise Expenditures			\$	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Project

Allowable training-related costs includes Salaries and Fringe Benefits, Develop, Deliver Training, Workshops and Conferences, Certification/Recertification of Instructors, supplies, and Overtime and Backfill .				
Total Training Expenditures			\$	
Eligible EMPG Equipment Categories: Include only those selected items listed under Section II. C of this grant agreement.				
Allowable Equipment Costs (Purchasing equipment from either of the two categories below). The two allowable prevention and protection categories and equipment standards for the EMPG are listed at the following website http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost	Project
Physical Security Enhancement Equipment (14-XX)				
Inspection and Screening Systems (15-XX)				
Notification and Warning Systems				
Radios and Public Address Systems				
Encryption Software and Remote Authentication				
Generators				
Installations and Service Contracts				
Total Equipment Expenditures			\$	
Management and Administration (shall not exceed 5% of the total award amount)	Quantity	Unit Cost	Total Cost	Project

Hiring of full-time or part-time staff or contractors/consultants: - To assist with the management of the EMPG - To assist with design for, requirements and implementation of the EMPG <i>*Time & Effort documentation shall be required for hired staff.</i> <i>*Contract between the organization and contractor/consultant shall be required for reimbursement.</i>				
Meeting related expenses directly related to management and administration of the EMPG				
Total M&A Expenditures			\$	
TOTAL EMPG AWARD EXPENDITURES			\$59,517.00	

[Remainder of page intentionally left blank]

**FY 2023 – 2024 EMPG AGREEMENT
ATTACHMENT B – SCOPE OF WORK**

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal.

Based on Florida's FY2022 Threat and Hazards and Risk Assessment (THIRA), Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal Grant funds under this program may be charged to one of the below listed activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise**
- **Management and Administration**

II. TASK(S) AND DELIVERABLE(S):

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

The FY 2023 EMPG Program has a match requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The subrecipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306.

Emergency Management and Preparedness Assistance (EMPA) grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

DELIVERABLES

- Provide Quarterly Match to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

Reporting Requirements.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, earning statements, credit card or bank statements for proof of payment at least equal to the amount of reimbursement requested for each quarter.

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

EMPG Program Subrecipients are required to implement NIMS. NIMS provides a common approach to state and local response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command, control and communications in emergency situations.

All Subrecipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients must complete and submit the NIMS Data Collection Worksheet_ Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in DEMES:

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet _Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than December 1, 2023.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	N/A	N/A	N/A

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. OPERATIONAL COORDINATION

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance of a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

Subrecipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in DEMES:

DELIVERABLES

- Provide proof of participation by the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations).

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: Provide proof of participation in quarterly meetings with whole community stakeholders to include sign-in sheets and agendas, if applicable. Meetings hosted by subrecipient must include meeting minutes.

C. PUBLIC INFORMATION AND WARNING

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

The Subrecipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA), applicable only if IPAWS have expired.

To demonstrate successful completion of task 2C for Quarter 4, the Subrecipient must submit the following items in DEMES:

DELIVERABLES

- The Subrecipient shall upload their updated FEMA IPAWS County executed MOA signed form no later than **August 30, 2024**.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	NA	Deliverables Due

Supporting Documentation: Submission of executed IPAWS County MOA for the county..



TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PLAN (IPP)

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses Regional Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Subrecipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Subrecipient must submit the following items in DEMES.

DELIVERABLES

- Submit the County 2025-2027 **IPP Data Sheets** by **January 12, 2024**, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW) to be provided by the Division's Training and Exercise Unit.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	Deliverables Due	NA	NA

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than January 12, 2024. Proof of Participation by Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)4, and, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion of task 3B for Quarters 1-4, the Subrecipient must submit the following items to DEMES:

DELIVERABLES

- Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail.

C. VALIDATING CAPABILITIES THROUGH EXERCISE

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel must participate in a minimum of three (3) exercises during the agreement period.

Submit the following item in DEMES:

DELIVERABLES

- Subrecipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverable Accepted	Deliverables Due	Deliverables Due	Deliverables Due (Not required if completed in Q 1-3)

Supporting Documentation: Submission of sign-in sheets for exercises in which EMPG funded personnel participated.

ATTACHMENT C
ALLOWABLE COST AND ELIGIBLE ACTIVITY

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2023 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

I. Categories and Eligible Activities

FY 2023 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment.

B. Allowable Organization Related Costs

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible "Organization Cost" items include, but are not limited to:

- Salaries and Fringe Benefits
- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships

- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
- Major repairs to the County Emergency Operations Center (Need prior EHP approval)
- Central Heat/Air (Need prior EHP approval)
- Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation (Need prior EHP approval)

Organization Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. Allowable Equipment Related Costs

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more

information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

As defined in section 200.310 Insurance Coverage: The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

D. Allowable Training Related Costs

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
	E/L105 Public Information & Warning	

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in

accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- Travel. Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and re- certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004,

Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as

the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,

- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$225 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

E. Allowable Exercise Related Costs

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to

backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

F. Management and Administration

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/medialibrary/assets/documents/32474>, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

H. Construction and Renovation

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

I. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not

required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

K. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

L. SAFECOM

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

M. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,

- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to \$2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
\$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> \$35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: \$35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the

procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and

evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed \$1 million require a Florida Certified Contract Negotiator. Contracts more than \$10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

N. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not

exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a “basis to begin negotiations” for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

O. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.

- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

P. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Q. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
 - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
 - Sub-Recipients shall only be allowed one opportunity to appeal.
 - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30

April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):

After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June, July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. Administrative Closeout

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

R. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and

9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Brandi King FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 Brandi.king@em.myflorida.com	Teresa Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com

T. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

U. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

ATTACHMENT D

Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201 *et seq.*
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. §
3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. §
1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41
U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 28) Section 287.138, Florida Statutes

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

☐ **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

****REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE BY CASE BASIS****

*****EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE*****

Signature of Sub-Recipient

Name and Title of Sub-Recipient

Date: _____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday - Friday 8:00-5:00

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

FDEM Agreement Number

Street Address

City, State, Zip

Date

ATTACHMENT H
STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:
 - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors shall be 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. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance 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 each contractor or Sub-Recipient shall be 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 non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance 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, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (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 forty (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 shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or Sub-Recipient 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 Sub-Recipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency’s compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

Monitoring Selection and Scheduling:

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need

for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed

at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT K EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

EHP SCREENING FORM SUBMISSION

- I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely
Bureau of Preparedness Grants – EMPG Programmatic Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4367
Terence.Blakely@em.myflorida.com

- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

**ATTACHMENT L
REIMBURSEMENT CHECKLIST**

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and sign-up sheet with meeting date)
- ☐ 4. Has proof of payment been included?
 - _____ Canceled check, or bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 5. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 6. Has proof of purchase methodology been included?
 - _____ Sole Source (approved by FDEM for purchases)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number?
- ☐ 3. If not, has FDEM approved the non-DHS training?
- ☐ 4. Have Sign-In Sheets, or signed rosters, preprinted, been provided?
- ☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 - _____ Have documentation from entity's financial system been provided as proof attendees were paid?
 - _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
 - _____ Canceled check, or bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 8. Has proof of purchase methodology been included?
 - _____ Sole Source (approved by FDEM for purchases)

- _____ State Contract (page showing contract #, price list)
- _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
 - _____ Situation Manual or Exercise Plan
 - _____ After-action report
 - _____ Sign-in sheets or preprinted roster
- ☐ 2. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
 - _____ Have documentation from entity's financial system been provided to prove attendees were paid?
 - _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 3. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 4. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment shall be included.
 - _____ Canceled check or Bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 5. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
 - _____ Canceled check or bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included?
 - _____ Sole Source (approved by FDEM for purchases)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

- ☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
 - _____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included?
 - _____ Sole Source (approved by FDEM for purchases)
 - _____ State Contract (page showing contract #, price list)

_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
- _____ Airplane receipts
- _____ Proof of mileage (Google or Yahoo map printout or mileage log)
- _____ Toll and/or Parking receipts
- _____ Hotel receipts (is there a zero balance?)
- _____ Car rental receipts
- _____ Registration fee receipts
- _____ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
- _____ Canceled check or bank statement or transaction history (Showing the transaction was processed by the bank)
- _____ Electronic Funds Transfer (EFT) Confirmation
- _____ Credit Card Statement & payment to credit card company for that statement
- _____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.
2. Has proof for time worked by the employee been included? Is time period summary included?
- _____ Statement of Earnings
- _____ Copy of Payroll Check
- _____ Payroll Register
- _____ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?
- _____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- _____ Have documentation from entity's financial system been provided to prove attendees were paid?
- _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- _____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) ****A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc...)**

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Ingra Gardner, Director of Community Programs

SUBJECT/TITLE: Request reappointment of two (2) regular voting members to the Highlands County Hospital District Board of Commissioners.

STATEMENT OF ISSUE

The Highlands County Hospital District Board of Commissioners is requesting the reappointment of Dean W. Gerber and Katherine (Katie) Wilson as regular voting members. Both individuals have served one term and have acquired knowledge and experience that will be beneficial with future business that may come before the District. Per the Policy on Board Appointments, a committee can provide a written recommendation (attached hereto) to be presented to the Board of County Commissioners to request the retention of a committee member rather than the appointment of a new member to the committee.

RECOMMENDED ACTION

Move to reappoint Dean W. Gerber and Katherine (Katie) Wilson as regular voting members of the Highlands County Hospital District Board of Commissioners to a four-year term to expire January 1, 2028.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [D. Gerber application.pdf](#)
[K. Wilson application.pdf](#)
[Ltr for reappointment of Gerber and Wilson 12.20.23.pdf](#)
[Draft Minutes HDB 12.7.23 - Spec Mtg.pdf](#)
[Board Appointments Policy - 051019.pdf](#)

Name = Dean Gerber
Address = 7208 Coral Ridge Rd
City = Sebring
State = FL
Zip_Postal_Code = 33876
Phone = 6093322848
Email = sebringstrider@outlook.com

Request = Hospital District Board
Membership Type = Regular Member

Current Employment Experience: = Outpatient healthcare 1998 to present. Registered Polysomnographic Technologist 1998 to present. Currently holding licenses in New Jersey and Delaware. Director of Facilities for sleep centers in several states in the northeast; 36 hospitals in 7 states, 57 sleep centers with a total of 237 beds. Started my own consulting business in the field of sleep medicine working with hospital contractors for design and development of sleep centers, business development, and data analysis.

Previous Employment Experience: = SleepCare Centers, Inc. - 1998 - 2013 Persante Health Care 2013 – 2015 Sleepless Knights Consulting 2015 to present

High School = High School
College = College
Special Training: = Sleep Institute Birmingham A, Mid-Atlantic School for Sleep Medicine
Activities & Interest: = Endurance Running; marathons, ultra-marathon distances. Fishing Hunting Reading

Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County Hospital District Board, current Chairman
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 57
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 98.56.67.91

Name = Katherine E Wilson
Address = 316 Kingfisher Ave NW
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 8634640848
Email = katiemurphy2@gmail.com

Request = Hospital District Board
Membership Type = Regular Member

Current Employment Experience: = Collaborated with realtors to develop and execute tailored marketing strategies, leveraging social media platforms and online advertising to enhance brand visibility and attract potential clients. Provided personalized training sessions to realtors, equipping them with the necessary skills and knowledge to effectively utilize social media tools and marketing techniques. Developed and helped manage engaging social media ideas for realtors, utilizing innovative content ideas to increase engagement

Previous Employment Experience: = Helped establish the Genesis Center by developing a comprehensive price list for rentals, outlining expectations for staff and renters, and creating contracts to ensure smooth operations. Collaborated closely with renters, providing personalized assistance to meet and exceed their event expectations. Oversaw the setup and cleanup of each event, ensuring that all logistical requirements were met and maintaining a high standard of cleanliness and organization.
High School = Lake Placid High
College = College
Special Training: = Special Training
Activities & Interest: = Foodie and explorer by heart. Painting and napping by skill. Volunteering in my community by passion.

Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County Hospital District Board (co-chair) Lake Placid Athletic Association (VP)
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 46
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.27.204.34

Highlands County Hospital District
600 South Commerce Avenue
Sebring, FL 33870

December 20, 2023

Laurie Hurner, County Administrator
Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870
Email: lhurner@highlandsfl.gov

RE: Reappointment of Dean Gerber and Katherine (Katie) Wilson

Dear Administrator Hurner;

The terms of Dean Gerber and Katherine (Katie) Wilson as commissioners of the Highlands County Hospital District expire 01 January 2024, having served one term. At its meeting on 07 December 2023, the Highlands County Hospital District recommended by unanimous vote their reappointment. A copy of the minutes is attached.

Respectfully,



Gail Escobar, Board Clerk

Highlands County Hospital District Board of Commissioners Special Meeting – December 7, 2023

The Highlands County Hospital District Board of Commissioners met at 1:30pm on Thursday, December 7, 2023, at the Highlands County Commissioner's Board Room. Notice of the Special Meeting was published in the Highlands News Sun on November 26, 2023. The notice is filed in the Board's meeting file.

COMMISSIONERS PRESENT: Victor Divietro, Dean Gerber, Jeff Roth, Katie Wilson

COMMISSIONERS ABSENT: Dusty Johnson,

OTHERS PRESENT: Bert Harris – Swaine, Harris & Wohl, PA; Gail Escobar- Clerk; Ingra Gardner – Community Programs Director; Bill Stephenson – Samaritan's Touch Care Center

I. MEETING CALLED TO ORDER at 1:30 pm by Chairman Gerber.

II. INVOCATON AND PLEDGE OF ALLEGIANCE

Mr. Roth led the pledge and gave the invocation.

III. COMMENTS FROM THE PUBLIC

There were no comments.

IV. APPROVAL OF PAYMENT OF INVOICES

MOTION: Mr. Roth made a motion seconded by Mr. Divietro to approve payment of invoices for Highlands News Sun – 100.30 as presented by the Clerk. Upon roll call, all Members voted aye. The motion carried.

V. RECOMMENDATION TO RE-APPOINT BOARD MEMBERS

As per the County's policy on BOCC's Board appointments, members serving one term can be re-appointed by a written recommendation of that board or committee to the BOCC. There are two members who have served one term that will expire January 1, 2024.

MOTION: Mr. Divietro made a motion seconded by Mr. Roth to recommend to the BOCC the re-appointment of Dean Gerber and Katie Wilson to a 4-year term. Upon roll call, all Members voted aye. The motion carried.

XI. ADJOURNMENT

Chairman Gerber adjourned the meeting at 1:33pm.

Dean W. Gerber, Chairman

Gail Escobar, Clerk

Policy On Board Appointments

The efficient operation of government is dependent upon the input of citizens on committees, boards and commissions (hereafter known as 'committees'). Our Board of County Commissioners (hereafter known as "Board") structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as committee members.

This policy shall not apply to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance except for the procedures outlined for filling vacancies (procedures 1-3)

The Board hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings.
2. Board members and alternate members shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the board's meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration.
4. A member of the public may serve on no more than three (3) committees simultaneously, provided that only one of the boards shall have final decision making authority. Each committee member shall be limited to two (2) consecutive terms of service and must not have served for one (1) year to be eligible for (re)appointment, **unless a committee desires to retain a committee member whose term is expiring and provides a written recommendation to the Board requesting retention of that committee member that states the reasons for the committee's preference for retention of that particular committee member rather than the appointment of a new committee member to that committee; and the Board approves retention of that committee member for one additional term.** All persons being considered for a committee position will be an elector of Highlands County, unless the Board waives the requirement that the person be an elector of Highlands County upon the conditions stated herein. Upon the recommendation of a committee, the Board may waive the requirement that a person considered for a committee position be an elector of Highlands County upon the condition that the person seeking appointment is an elector of another County and meets the following criteria for qualification to serve on a committee: (a) works full-time within Highlands County; (b) owns a business with substantial operations in Highlands County; or (c) is otherwise substantially and regularly engaged in the community of Highlands County.

The Board hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the Department Head/staff liaison assigned to the committee shall notify the Board of County Commissioners in writing of the upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to committees shall be made by the Board of County Commissioners. If a current committee member wishes to be reappointed, they will be asked to submit an application.

When there are a sufficient number of volunteers, all qualified candidates' names will be submitted to the Board of County Commissioners for consideration.

4. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.

5. The Department Head/staff liaison assigned to the committee will be responsible for obtaining the required oath of office and briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting any gifts.

6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. To prevent possible appointment of someone to a "Dual Office" ("Dual Office" as provided for in s.5(a), Art.II of the State Constitution), who already holds an office, each applicant shall list on the Highlands County Application for Appointment all boards or committees to which that person is currently appointed, and any elected offices and law enforcement positions which that person has held.

8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to each committee shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:

- a) notices of meetings,
- b) minutes of meetings,
- c) agendas typing in accordance with directions from the chairman,
- d) gathering of materials and copying for the committee.

10. Each Department Head/staff liaison assigned to a committee is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever a committee or board feels a need to make a recommendation or report to the Board of County Commissioners, the Department Head/staff liaison assigned to the committee will be responsible for scheduling the meeting on the Board's agenda and submitting the documents for the Board's consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all committee members by the Department Head/staff liaison assigned to the committee.

13. If a committee member finds a need to be removed from an appointed position, a written resignation is requested by the Board for documentation purposes.

Approved by the Highlands County Board of County Commissioners
_____, 2019.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Ingra Gardner, Director of Community Programs

SUBJECT/TITLE: Request reappointment of nine (9) regular voting members to the Highlands County Affordable Housing Advisory Committee (AHAC).

STATEMENT OF ISSUE

The Highlands County Affordable Housing Advisory Committee is requesting the reappointment of Audrey Asciutto, June Bateman, Anthony Cruz, Jimmie Fuller, Matt Griffin, Brittany McGuire, Tod Schwingel, Bill Stephenson, and Stefanie von Paleske-Bush as regular voting members. All individuals have served one term and have acquired knowledge and experience that will be beneficial with future business that may come before the committee. Per the Policy on Board Appointments, a committee can provide a written recommendation (attached hereto) to be presented to the Board of County Commissioners to request the retention of a committee member rather than the appointment of a new member to the committee.

RECOMMENDED ACTION

Move to reappoint Audrey Asciutto, June Bateman, Anthony Cruz, Jimmie Fuller, Matt Griffin, Brittany McGuire, Tod Schwingel, Bill Stephenson, and Stefanie von Paleske-Bush as regular voting members to the Highlands County Affordable Housing Advisory Committee to a three-year term to expire January 31, 2027.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [A. Asciutto application.pdf](#)
[J. Bateman application.pdf](#)
[Anthony. Cruz application.pdf](#)
[J. Fuller application.pdf](#)
[M. Griffin application.pdf](#)
[B. McGuire application.pdf](#)
[T. Schwingel application.pdf](#)
[B. Stephenson application.pdf](#)
[S. von Paleske-Bush application.pdf](#)
[CORR - ltr for reappointment of members 12.21.23.pdf](#)
[Draft AHAC Minutes 12.20.23.pdf](#)
[Board Appointments Policy - 051019.pdf](#)

Name = Audrey Asciutto
Address = 865 Killarney Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8632730308
Email = audrey.asciutto@gmail.com

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = 2023-Present: Licensed Real Estate Broker Associate
Previous Employment Experience: = 2012-2023: Licensed Real Estate AgentCurrently holds an inactive mortgage loan originator license. Inactive means I keep up with the continuing education requirements but am not currently working with a company and using my license.

High School = Sebring High School
College = NA
Special Training: = NA
Activities & Interest: = Personal Activities Enjoyed: Hiking, nature walks, home improvement projects, travel, spending time with family and friends.Work: Working with home buyers and sellers, contributing through donations to organizations in Washington Heights in Sebring and in Highway Park in Lake Placid. Contributing through donations to local animal non-profits.Have served on various MLS committees for the local Heartland Association of Realtors

Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County Affordable Housing Committee, board memberFlorida Non Profit Housing, board member
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 38
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 98.56.98.6

Name = June Bateman
Address = 514 LeMans Drive
City = Sebring
State = FL
Zip_Postal_Code = 33872
Phone = 8636344528
Email = June.Bateman@Results-CX.com

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = I am currently The Site Director for Results-CX Sebring Florida.
Results-CX is an inbound Contact Center.

Previous Employment Experience: = Telos Federal Systems-Technical Editor JCPenney--Sr. Merchandise
Manager Agero-Supervisor, Operations Manager, Vendor Manager, Site Director Results CS-Site Director

High School = High School: Meadville PA Senior High School
College = Allegheny College and Camerson University. BS in Economics and Business
Special Training: = Special Training
Activities & Interest: = FamilySwimming Walking

Current positions on boards, committees, elected offices, law enforcement positions: = Currently on the
Affordable Housing Committee

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 60
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 4.36.138.190

Name = Anthony Cruz
Address = 2924 n Cambridge rd.
City = Avon Park
State = Florida
Zip_Postal_Code = 33825
Phone = 8634490790
Email = tony2times@hotmail.com

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = Building contractor of new homes and renovations.
Previous Employment Experience: = Construction

High School = Avon Park high school
College = none
Special Training: = Building contractor license.
Activities & Interest: = Tavel, fitness, reading, time with friends and family.

Current positions on boards, committees, elected offices, law enforcement positions: = Affordable Housing advisory committee.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 48
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.255.137.136

Name = Jimmie Fuller
Address = 5425 Lake Denton Road
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 863-441-2832
Email = fuller@sunshineinspections.net

Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member

Current Employment Experience: = Contractor since 2006 with new home construction & remodeling experience
Owner of Home Inspection company for 23 yrs
Previous Employment Experience: = USPS Rural Mail Carrier

High School = High School yes
College = College
Special Training: = Special Training. License as contractor & home inspector
Activities & Interest: = Boating, fishing, camping, reading

Current positions on boards, committees, elected offices, law enforcement positions: = Highlands
County Housing
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age =
Race = American Indian or Alaska Native
Signature Certification: = Checked indicating Electronically Signed
Client IP = 98.56.116.91

Name = MATTHEW GRIFFIN
Address = 9142 COUNTY RD 635
City = SEBRING
State = FL
Zip_Postal_Code = 33875
Phone = 8633811650
Email = mwgriffin@yahoo.com

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = owner, Air & Electrical Services, since 2006
Previous Employment Experience: = Mark Palmer Electric, 2000 – 2006

High School = SHS
College = WEBBER INTERNATIONAL UNIVERSITY
Special Training: = Special Training
Activities & Interest: = EVERYTHING

Current positions on boards, committees, elected offices, law enforcement positions: = AHAC,
HIGHLANDS COUNTY FAMILY YMCA
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 43
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.255.137.213

Name = Brittany McGuire
Address = 497 E Maple St
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 8634432342
Email = bmcguire@avonpark.city

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = Have owned and operated Parkview Pre-k & Prep Academy since 2008
Previous Employment Experience: = Highlands County School Board

High School = Abeka Academy (home school)
College = American College of Education (MA), USF (BS), SFSC (AA)
Special Training: = Special Training
Activities & Interest: = I enjoy spending time with my family, traveling, reading, playing tennis, and running several after school clubs for students.

Current positions on boards, committees, elected offices, law enforcement positions: = Avon Park City CouncilAHACAP Planning & Zoning liason
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 39
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.27.174.92

Name = TOD SCHWINGEL
Address = 3800 Duffer Road
City = Sebring
State = Florida
Zip_Postal_Code = 33872
Phone = 8634463684
Email = schwingel@embarqmail.com

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = Sr. Minister of Sebring Christian Church
Previous Employment Experience: = Various seminars

High School = High School Diploma
College = College Bachelors Degree in Preaching/Counseling from Johnson University
Special Training: = Special Training
Activities & Interest: = family

Current positions on boards, committees, elected offices, law enforcement positions: = Current member of AHAC President Highlands County Housing Authority and Highlands County Housing Authority Inc.
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 61
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.27.204.62

Name = Bill Stephenson
Address = 1412 Whisper Circle
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 863 443 5602
Email = operations@samaritanstouch.org

Request = Affordable Housing Advisory Committee

Current Employment Experience: = Samaritans Touch Care Center 2306 Hope Circle Sebring,
FL, 33870 Executive Director : September 2019 to Present
Previous Employment Experience: = Total Logistics : February 2013- 2019 JWB Logistics : January 2003-
February 2013

High School = High School Weston Collegiate
College = College Humber College 2 years
Special Training: = Special Training
Activities & Interest: = Family, Sports

Current positions on boards, committees, elected offices, law enforcement positions: = Advent Rural
Health Network AHACLRG
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 72
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 70.88.59.146

Name = Stefanie von Paleske-Bush
Address = 555 East Church Street
City = Bartow
State = Florida
Zip_Postal_Code = 33830
Phone = 8636021413
Email = svonpaleskebush@cfrpc.org

Request = Affordable Housing Advisory Committee
Membership Type = Regular Member

Current Employment Experience: = Central Florida Regional Planning Council, Senior Planner. The CFRPC has completed several affordable housing projects for Polk County. The CFRPC provides technical assistance to local governments, transportation planning, emergency preparedness, and economic development coordination in the CFRPC's 5-county region (DeSoto, Hardee, Highlands, Okeechobee, and Polk Counties).
Previous Employment Experience: = I have worked in the public and private sectors around Polk County for over 30 years.

High School = Masters Degree in Urban and Regional Planning
College = University of Florida
Special Training: = American Institute of Certified Planners
Activities & Interest: = Travel, beekeeping, knitting

Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County AHAC (current)City of Lakeland AHAC (current)Polk County AHAC (1991-1994)
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 57
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 47.200.181.41

Highlands County
Affordable Housing Advisory Committee
501 S. Commerce Avenue
Sebring, FL 33870

December 21, 2023

Laurie Hurner, County Administrator
Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870
Email: lhurner@highlandsfl.gov

RE: Reappointment of current AHAC members

Dear Administrator Hurner,

The terms of Audrey Ascitutto, June Bateman, Anthony Cruz, Jimmie Fuller, Matt Griffin, Brittany McGuire, Tod Schwingel, Bill Stephenson, and Stefanie von Paleske-Bush as voting members of the Highlands County Affordable Housing Advisory Committee expire January 31, 2024, having served one term. At its meeting on December 20, 2023, the Highlands County Affordable Housing Committee recommended by unanimous vote their reappointment. A copy of the minutes is attached.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Tod Schwingel', with a stylized, cursive script.

Tod Schwingel, Chairman

Affordable Housing Advisory Committee
Highlands County Board of County Commissioners
Regular Meeting – December 20, 2023
MINUTES

The Affordable Housing Advisory Committee met at 3:30pm on Wednesday, December 20, 2023, at the Highlands County Engineering Training Room. Notice of the Regular Meeting was publicly noticed on November 30, 2023.

MEMBERS PRESENT: Audrey Asciutto, June Bateman, Tony Cruz, Matt Griffin, Tod Schwingel, Bill Stephenson,

MEMBERS ABSENT: Jimmie Fuller, Dory Lobozzo, Brittany McGuire, Stefanie von Paleske-Bush, Commissioner Roberts (non-voting member)

OTHERS PRESENT: Ingra Gardner - Community Programs Director, Lucy Castillo – Housing Division, Gail Escobar- Community Programs, Amanda Fernandez – Housing Division, Steve Brown – Florida Non-Profit Housing

1. CALL TO ORDER

Chairman Tod Schwingel called the meeting to order at 3:30pm and read the meeting announcement sheet into record.

2. ROLL CALL

Roll call by staff reflected a quorum.

3. APPROVAL OF MINUTES

MOTION: June Bateman made a motion seconded by Bill Stephenson to approve the minutes of the October 18, 2023, meeting. All members voted aye, and the motion carried.

4 SHIP FINANCIAL ACCOUNTABILITY as of September 2023

Lucy Castillo presented financial information on SHIP Projects 20366, 21366, and the projected funding for project 22366 with written reports provided to those in attendance. Project 20366 (FY 21.22) only has home rehabilitation to be expended then the project can be closed. Project 21366 (FY 21.22) continues to be expended. For Project 22366 (FY23.24) \$1,184,677 has been received to date from the state. Program Income as of November 2023 is \$177,267.63. Nothing has been budgeted or expended for this project.

5. SURPLUS LAND INVENTORY

Ingra Gardner provided a list of county owned parcels that have been through the initial vetting process with county directors. The final deadline for any objections is December 29. The only parcel that is of size is the one located at 1720 Sebring Parkway which was the first one identified. We are waiting for final clearance from the Engineering Department. A Public Hearing will be scheduled, then it will go before the BOCC for final approval. Most of the parcels that will be submitted are single lots that would be offered to non-profit organizations to provide affordable housing, with one large parcel that would be for multi-family development.

6. OLD BUSINESS

a. Multi-Family Housing update

Willie Downs Villas (51 units) – Florida Housing Finance Corporation approved an additional 1 million dollars for the completion of the project. Repairs are being made to underground drainage and sidewalks to fix non-compliance issues from previous contractor. The completion will take several months.

b. Avon Park Apartments (80 units) – the developer received formal approval of housing tax credits awarded from Florida Housing Finance Corporation and is moving ahead with local approval with the City of Avon Park, closing on debt and equity, and proceeding to construction which is targeted for commencement for September 2024.

7. NEW BUSINESS

New Business

a. Member Re-appointment - Recommendation to reappoint AHAC
members to 3-year term which is possible since members have served only one term with exception of Dory Loboizzo who is unable to serve another term. This will place the membership at nine (9) voting members.

MOTION: Matt Griffin made a motion seconded by Tony Cruz to recommend the re-appointment of the current sitting members, except for Dory Loboizzo, to another 3-year term. All members voted aye, and the motion carried.

b. Incentive Strategy Report

Report is due December 31, 2023, but unable to submit until the Surplus Inventory is approved by the BOCC and can be added to the report.

8. NEXT MEETING DATE

Next meeting scheduled for January 17, at 3:30pm.

9. ADJOURNMENT

Chairman adjourned the meeting at 3:55pm.

Respectfully Submitted,

Gail Escobar, Community Programs Specialist

Policy On Board Appointments

The efficient operation of government is dependent upon the input of citizens on committees, boards and commissions (hereafter known as 'committees'). Our Board of County Commissioners (hereafter known as "Board") structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as committee members.

This policy shall not apply to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance except for the procedures outlined for filling vacancies (procedures 1-3)

The Board hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings.
2. Board members and alternate members shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the board's meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration.
4. A member of the public may serve on no more than three (3) committees simultaneously, provided that only one of the boards shall have final decision making authority. Each committee member shall be limited to two (2) consecutive terms of service and must not have served for one (1) year to be eligible for (re)appointment, unless a committee desires to retain a committee member whose term is expiring and provides a written recommendation to the Board requesting retention of that committee member that states the reasons for the committee's preference for retention of that particular committee member rather than the appointment of a new committee member to that committee; and the Board approves retention of that committee member for one additional term. All persons being considered for a committee position will be an elector of Highlands County, unless the Board waives the requirement that the person be an elector of Highlands County upon the conditions stated herein. Upon the recommendation of a committee, the Board may waive the requirement that a person considered for a committee position be an elector of Highlands County upon the condition that the person seeking appointment is an elector of another County and meets the following criteria for qualification to serve on a committee: (a) works full-time within Highlands County; (b) owns a business with substantial operations in Highlands County; or (c) is otherwise substantially and regularly engaged in the community of Highlands County.

The Board hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the Department Head/staff liaison assigned to the committee shall notify the Board of County Commissioners in writing of the upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to committees shall be made by the Board of County Commissioners. If a current committee member wishes to be reappointed, they will be asked to submit an application.

When there are a sufficient number of volunteers, all qualified candidates' names will be submitted to the Board of County Commissioners for consideration.

4. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.

5. The Department Head/staff liaison assigned to the committee will be responsible for obtaining the required oath of office and briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting any gifts.

6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. To prevent possible appointment of someone to a "Dual Office" ("Dual Office" as provided for in s.5(a), Art.II of the State Constitution), who already holds an office, each applicant shall list on the Highlands County Application for Appointment all boards or committees to which that person is currently appointed, and any elected offices and law enforcement positions which that person has held.

8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to each committee shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:

- a) notices of meetings,
- b) minutes of meetings,
- c) agendas typing in accordance with directions from the chairman,
- d) gathering of materials and copying for the committee.

10. Each Department Head/staff liaison assigned to a committee is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever a committee or board feels a need to make a recommendation or report to the Board of County Commissioners, the Department Head/staff liaison assigned to the committee will be responsible for scheduling the meeting on the Board's agenda and submitting the documents for the Board's consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all committee members by the Department Head/staff liaison assigned to the committee.

13. If a committee member finds a need to be removed from an appointed position, a written resignation is requested by the Board for documentation purposes.

Approved by the Highlands County Board of County Commissioners
_____, 2019.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request appointment of Lidia Capote of TRU by Hilton/ Residence by Marriott as a Regular Member to the Tourist Development Council with term expiring May 2027, fulfilling the Owners/Operators of Tourist Accommodation vacancy.

STATEMENT OF ISSUE

The Tourist Development Council (TDC) received notice of resignation from the TDC from Victoria Currence of Tru by Hilton on December 9, 2023. With Ms. Currence's resignation, the TDC has one (1) vacancy of the Owners/Operators of Tourist Accommodation category. Notice of the vacancy was shared on December 13, 2023. The TDC has received one eligible application for appointment to the vacated seat, that being from Lidia Capote, dual general manager of the TRU by Hilton and Residence by Marriott in Sebring. If appointed, Ms. Capote will complete the 4-year term held by Ms. Currence, ending in May 2027. Florida Statute 125.0104 requires the TDC be made up of nine (9) members total meeting the following requirements: one (1) representative of the Board of County Commissioners; two (2) elected municipal officials, one being from the most populous city in the county; six (6) persons involved in and having demonstrated interest in tourist development, three of which be owners or operators of tourist accommodations and subject to the Tourist Development Tax.

RECOMMENDED ACTION

Move to appoint Lidia Capote of TRU by Hilton/ Residence by Marriott as a Regular Member to the Tourist Development Council with term expiring May 2027, fulfilling the Owners/Operators of Tourist Accommodation vacancy.

FISCAL IMPACT

There is no fiscal impact on this issue.

Attachments: [L. Capote TDC Application.pdf](#)

FW: Committee Application

Strahan, Chantel E. <cbrutus@highlandsfl.gov>

Mon 12/18/2023 9:02 AM

To:Fultz, Reagan H <rfultz@highlandsfl.gov>

Cc:Drake, Michelle <Mdrake@highlandsfl.gov>;Sauls, Leah M. <lsauls@highlandsfl.gov>;Wohl, Casey <casey.wohl@yahoo.com>

Name = Lydia Capote

Address = 3221 Tubbs Rd

City = Sebring

State = FL

Zip_Postal_Code = 33870

Phone = 352-470-4724

Email = LCapote@ZMCHotels.com

Request = Tourist Development Council

Membership Type = Regular Member

Current Employment Experience: = Dual Property General Manager: TRU by Hilton/ Residence by MarriottStarted working with ZMC Hotels in January of 2020. Left the company in 2022 to continue to strengthen my career in the south Florida Market.

Previous Employment Experience: = Marriott International:I have had to opportunity to work alongside some of the biggest Marriott Franchise companies throughout the state of Florida. Marriott Downtown Orlando- Opened this property and over saw the daily Ops.Intercontinental Hotel Group:I started my career in Hospitality at the age of 18 where I started as a housekeeper and worked my way up to a General Manager. I started my first hotel at the Holiday Inn resort in Key Largo, FL Where Hospitality and tourism really thrive.

High School = Coral Shores High School- Tavernier FL (FL KEYS)

College = Phoenix University Online

Special Training: = Hospitality Management and Tourism Certificate

Activities & Interest: = I enjoy the countryside and being with my teenage boys. We are a very Adventurous family and love four wheeling, fishing, and anything Ocean related. Being from the Florida key this has always been a way of life for us. I enjoy amusement parks and hiking as well.

Current positions on boards, committees, elected offices, law enforcement positions: = N/A

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Female

Disabled = No

Age = 36

Race: = Hispanic or Latino

Signature Certification: = Checked indicating Electronically Signed

Client IP = 63.144.194.243

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024.

STATEMENT OF ISSUE

Commissioners serve as liaisons or voting members on various boards and committees. Most board and committee assignments may be designated by the Board Chair; however, the Value Adjustment Board, Career Source Board, the 10 County Coalition for Lake Okeechobee and the Small County Coalition require a vote of the Board for appointment due to the committee by-laws or State statutes governing those particular boards or committees. The suggested appointments are as follows:

Value Adjustment Board (VAB) (two liaisons needed) - Commissioner Scott Kirouac and Commissioner Chris Campbell

Career Source Board - Commissioner Kevin Roberts

Coastal & Heartland National Estuary Partnership (CHNEP) - Commissioner Scott Kirouac

10 County Coalition for Lake Okeechobee - Commissioner Chris Campbell

Small County Coalition (two liaisons needed) - Commissioner Don Elwell and Commissioner Arlene Tuck

RECOMMENDED ACTION

Move to approve the appointments of Commissioner Scott Kirouac and Commissioner Chris Campbell to the Value Adjustment Board, Commissioner Kevin Roberts to the Career Source Board, Commissioner Scott Kirouac to the Coastal & Heartland National Estuary Partnership, Commissioner Chris Campbell to the 10 County Coalition for Lake Okeechobee and Commissioner Don Elwell and Commissioner Arlene Tuck to the Small County Coalition for 2024.

FISCAL IMPACT

No fiscal impact

Attachments: [2024 Committee Liaison.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COMMITTEE LIAISON APPOINTMENTS

2023-2024

	Committee Name	Meeting Frequency & Info	2023-2024 Liaison(s)
1	Affordable Housing Advisory Committee	Meetings vary, based on availability	Roberts
2	Canvassing Board - 2 Members needed	At the call of Supervisor of Elections	Roberts/Tuck
3	Central FL Regional Planning Council	EOM - 2nd Wed. @ 9:30am Feb-Oct	Elwell
4	Children's Services Council	Monthly - 4th Wed. @ 7:30am	Roberts
5	EDC / IDA	Qtrly - Dec, Mar. Jun, Sept 2nd Wed. @ 7:30 am	Elwell
6	FHERO	Every other mo, 1st Mon @ 2:00 pm	Campbell
7	Extension Advisory Council	TBA	Kirouac
8	Highlands Co. Soil & Water Conservation Dist.	Monthly - 1st Tues @ 3:00 pm	Kirouac
9	Heartland Library Cooperative	Nov 8; Feb 21; May 22, Aug 21 @ 10:30 am	Tuck
10	Historic Preservation Commission	Quarterly - 2nd Thurs. @ 2:30 pm	Roberts
11	Hospital District Board	1st, 2nd, 3rd Qtrs - 4th Thurs & 4th Qtr -3rd Thurs@ 1:30 pm	Roberts
12	Insurance Committee	As Needed - Thursdays @ 10:00 am	Campbell
13	Lake Istokpoga Management Committee	TBA	Elwell
14	Natural Resources Advisory Committee	As needed	Tuck
15	Public Safety Coordinating Council	Quarterly - 4th Tues. @ 7:30 am	Roberts
16	Recreation & Parks Advisory Committee	Quarterly - 3rd Thurs. @ 2:00 pm	Elwell
17	Sebring Airport Authority	Monthly - 3rd Thurs. @ 1:00 pm	Campbell
18	Southwest Florida Water Management District	Monthly Mtngs. - Liaison as needed	Kirouac
19	South Florida Water Management District	Monthly Mtngs. - Liaison as needed	Elwell
20	Sun n' Lakes of Sebring Improvement Dist.	Monthly - 2nd & 4th Fri. @ 9am	Kirouac
21	Tourist Development Council	Last Thurs., Jan, Apr, Aug, Oct @ 8:15 am	Campbell
22	Transportation Disadvantaged	Quarterly - 2nd Wed. @ 1:30pm	Tuck
23	Veterans' Services Advisory Committee	Monthly - 1st Thur. @ 3:30pm	Tuck
24	10-County Coalition for Lake Okeechobee	Quarterly - Last Fri. @ 10am	Campbell
25	CareerSource Heartland Executive Board	Wed., Jan, Apr, Jun, Oct @ 1:30 pm	Roberts
26	Coastal & Heartland National Estuary Partnership (CHNEP)	3 times/yr.	Kirouac
27	Small County Coalition - 2 Members needed	Meet as needed - 4 times / yr.	Elwell/Tuck
28	Value Adjustment Board	Sept. / Oct. @ call of Prop. Appraiser	Kirouac/Campbell

Notes:

- 1 Denotes Committee normally, but not always, represented by Chair & Vice-Chair, depending on elections.
- 2 Denotes Committees normally represented by that district / area's representative county commissioner
- 3 Denotes Committees voted on by the entire board at a regular meeting -- please still indicate preference on these.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Public hearing to consider the adoption of Ordinance 23-24-08 pertaining to the repeal of section 11.5 Utilities from the code of ordinances.

STATEMENT OF ISSUE

During the March 20, 2012, Board meeting, an interlocal agreement between the Town of Lake Placid (“Town”) and Highlands County was approved to transfer the Placid Utilities and Highway Park Utilities to the Town. At the time of approval of that interlocal agreement, an ordinance should have been simultaneously repealed Chapter 11.5, Utilities, of the Highlands County Code of Ordinances, which is the portion of the County’s Code that details the procedures for the County to run the operation of the Placid Utilities and Highway Park Utilities.

Since the County no longer owns any utility facilities and does not provide utility services, there is no longer the need for Chapter 11.5, Utilities, to be part of the Highlands County Code of Ordinances.

RECOMMENDED ACTION

Move to approve Ordinance 23-24-08 pertaining to the repeal of section 11.5 Utilities from the code of ordinances.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Ordinance 23-24-08 Repealing Sec. 11.5 Utilities.sgs.pdf](#)

ORDINANCE NO. 23-24-08

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REPEAL OF SECTION 11.5 UTILITIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, SECTION 11.5, UTILITIES; 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, during the March 20, 2012, Board meeting, an interlocal agreement between the Town of Lake Placid and The Board of County Commissioners was approved to transfer full control of the Placid Utilities and Highway Park Utilities to the Town of Lake Placid; and

WHEREAS, as the County no longer owns any utility facilities or provides utilities services, there is no longer a need to have utility regulations as part of its Code of Ordinances, especially because the regulations were designed specifically for the Placid Utilities and Highway Park Utilities; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the health, safety and general welfare of the citizens of Highlands County, for it to amend its Code to repeal the unnecessary sections relating to the regulation of utilities.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEALING CHAPTER 11.5 UTILITIES. Highlands County Code of Ordinances, Chapter 11.5, Utilities is hereby repealed in its entirety and shall hereafter have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 11.5, Utilities, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Administrator, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of January 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Public hearing to consider adoption of P&Z Hearing No. 2145, changing the Official Zoning Atlas for a 14.73-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for a 14.73-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD). The subject property contains a citrus grove and has an existing Future Land Use designation of Medium Density Residential (RM). The Applicant is proposing to utilize the property for a future planned development (PD) to allow for a 112-unit multi-family development.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2145 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-53, P&Z 2145, changing the Official Zoning Atlas for an approximate 14.73 acres from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), 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 2145 ZH Homestead LLC for BCC.pdf](#)
[Application P&Z 2145 ZH Homestead LLC.pdf](#)
[Resolution PZ 2145 ZH Homestead LLC.sgs.pdf](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 1/18/2024
Case Number: P&Z 2145	Case Name: Arlington Trace PD
Agent: Jeff Kennedy and/or Dana Riddell	Property Owners: ZH Homestead, LLC
Public Hearing: BCC	Case Staff Member: Sergio Garcia

Request: Rezone an approximate 14.73-acre parcel, from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD)

General Location: An approximate 14.73-acre parcel located on the south side of Cemetery Road, approximately 0.13 miles east of Martin Luther King Jr. Boulevard, 0.52 miles north of E.O. Douglas Avenue, 0.62 miles northeast of Sebring Parkway, and 1.0 mile south of Arbuckle Creek Road; the address being 3621 Cemetery Road, Sebring

PARCEL ID: C-21-34-29-050-0450-0000

Staff Recommendation and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-53, P&Z 2145, changing the Official Zoning Atlas for an approximate 14.73 acres from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.
- 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 2145, changing the Official Zoning Atlas for an approximate 14.73 acres from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.
- Excerpt from the December 12, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: “A. HEARING NUMBER P&Z 2145 – ZH HOMESTEAD, LLC, C/O JEFF KENNEDY AND DANA RIDDELL”** An approximate 14.73-acre parcel located on the south side of Cemetery Road, approximately 0.13

miles east of Martin Luther King Jr. Boulevard, 0.52 miles north of E.O. Douglas Avenue, 0.62 miles northeast of Sebring Parkway, and 1.0 mile south of Arbuckle Creek Road; the address being 3621 Cemetery Road, Sebring; and legally described as follows: Farm Lot 45 and the East Half of Farm Lot 47, Lake View Park Tract in Section 21, Township 34, South, Range 29 East, Highlands County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received, and no one in the audience spoke in favor or against the request.

Motion by Mr. Roberts and seconded by Mrs. Pipal to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2145, changing the Official Zoning Atlas for an approximate 14.73 acres from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the following conditions of approval: (1.) The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code of Ordinances, Highlands County, Florida; (2.) There shall be a maximum of 112 dwelling units; (3.) The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 1,850 square feet of living space per dwelling unit; (4.) Dwelling units shall be limited to one-story with a maximum height of 25 feet along the east and west property lines; (5.) Centrally located dwelling units shall be limited to two-stories with a maximum height of 40 feet; (6.) The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet; (7.) The minimum setbacks shall be as follows: (a.) North: 100 feet from the centerline of the established roadway; (b.) East & West Property Lines: 25 feet; (c.) South Property Line: 50 feet; (d.) Between Buildings: 15 feet; (e.) Building setback to internal roadways: 20 feet; (8.) Subdivision sign requirements: (a.) Setback: 5 feet from property line, or 30 feet from the centerline of the established roadway, whichever is greater; (b.) Height: Not to exceed 6 feet; (c.) Size: Not to exceed 125 square feet; (9.) All internal roads shall be privately owned and maintained and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance; and (10.) The Conceptual PD Site Development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as "Exhibit A". The property shall be subject to the County Code for final site plan approval.

Upon roll call, all members voted yes. **Motion carried 6-0"**

Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this PD shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.
2. There shall be a maximum of 112 dwelling units.
3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 1,850 square feet of living space per dwelling unit.
4. Dwelling units shall be limited to one-story with a maximum height of 25 feet along the east and west property lines.
5. Centrally located dwelling units shall be limited to two-stories with a maximum height of 40 feet.
6. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.
7. The minimum setbacks shall be as follows:
 - a. North Property Line: 100 feet from the centerline of the established roadway
 - b. East and West Property Lines: 25 feet
 - c. South Property Line: 50 feet
 - d. Between Buildings: 15 feet
 - e. Building setback to internal roadways: 20 feet
8. Subdivision sign requirements:
 - a. Setback: 5 feet from property line, or 30 feet from the centerline of the established roadway, whichever is greater.
 - b. Height: Not to exceed 6 feet.
 - c. Size: Not to exceed 125 square feet.
9. All internal roads shall be privately owned and maintained and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.
10. The Conceptual PD Site Development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **Exhibit "A"**. The Property shall be subject to the Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas for one parcel totaling an approximate 14.73 acres, from AU to R-3 PD.

The parcel contains a citrus grove. The Applicant is proposing to utilize the property for a future planned development to allow for a 112-unit multi-family development.

2. **Notices to Surrounding Property Owners.**

On November 21, 2023, notices were mailed to 52 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grove	Medium Density Residential (RM)	AU
Adjacent Property to the North	Grove	RM	AU
Adjacent Property to the South	Vacant	High Density Residential (RH)	R-3 PD
Adjacent Property to the East	Single-Family Residence (SFR)	RM	AU and Mobile Home and Residential Subdivisions District (M-1-S)
Adjacent Property to the West	Church and SFRs	City of Sebring RM	City of Sebring R-1

4. **Applicable References:**

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3); and Section 12.05.290: Planned Development District (PD).

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Natural Resources: No comment. Existing groves with no natural habitat remaining.

2. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, School Board of Highlands County, Florida Department of Transportation, Florida Department of Health, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.
3. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation between 135 to 145 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes*. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-3 PD.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 4 persons; $14.73 \text{ acres} \div 5 \text{ acres} = 2.94 \text{ dwelling units}$; $2 \text{ dwelling units} \times 2.25 \text{ persons} = 4.5 \text{ persons}$.
6. **Proposed Zoning Population Yield:** The proposed planned development zoning restricts the density of the property to 7.6 dwelling units per acre and would carry a potential population yield of 252

persons; 112 dwelling units (proposed density) x 2.25 persons = 252 persons.

7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a multi-family development consisting of attached 4 dwelling unit structures, or "quadplexes".

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 **12055C00143C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-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 has direct access onto Cemetery Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

- E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.
- F. **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation are residential in nature. Any project development will likely generate student impacts to the school district; school concurrency **is** required.
- G. **Airports:** The subject property is located approximately 7.9 miles southeast of the Avon Park Executive Airport and 6.1 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is 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 2145, changing the Official Zoning Atlas for an approximate 14.73 acres from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:

1. **The underlying or base zoning regulations for this PD shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code of Ordinances,**

Highlands County, Florida.

- 2. There shall be a maximum of 112 dwelling units.**
- 3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 1,850 square feet of living space per dwelling unit.**
- 4. Dwelling units shall be limited to one-story with a maximum height of 25 feet along the east and west property lines.**
- 5. Centrally located dwelling units shall be limited to two-stories with a maximum height of 40 feet.**
- 6. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.**
- 7. The minimum setbacks shall be as follows:**
 - a. North Property Line: 100 feet from the centerline of the established roadway**
 - b. East and West Property Lines: 25 feet**
 - c. South Property Line: 50 feet**
 - d. Between Buildings: 15 feet**
 - e. Building setback to internal roadways: 20 feet**
- 8. Subdivision sign requirements:**
 - a. Setback: 5 feet from property line, or 30 feet from the centerline of the established roadway, whichever is greater.**
 - b. Height: Not to exceed 6 feet.**
 - c. Size: Not to exceed 125 square feet.**
- 9. All internal roads shall be privately owned and maintained and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.**
- 10. The Conceptual PD Site Development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as Exhibit "A". The Property shall be subject to the Code for final site plan approval.**

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Zoning Map
- Exhibit 4: Proposed Zoning Map
- Exhibit 5: PD Conceptual Site Plan

Exhibit 1:

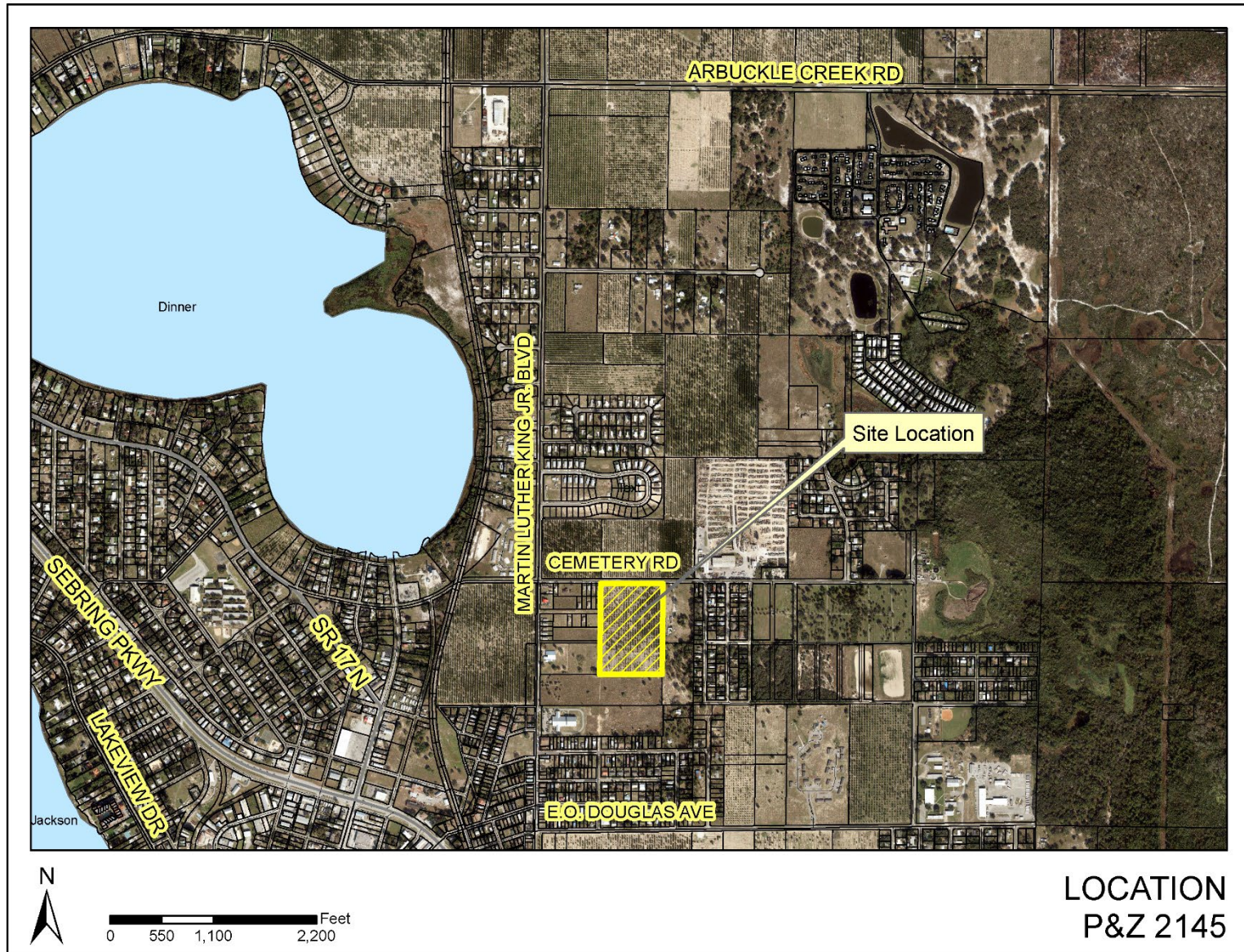


Exhibit 2:



BCC Hearing
P&Z 2145/SG

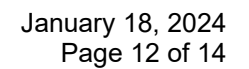


Exhibit 4:

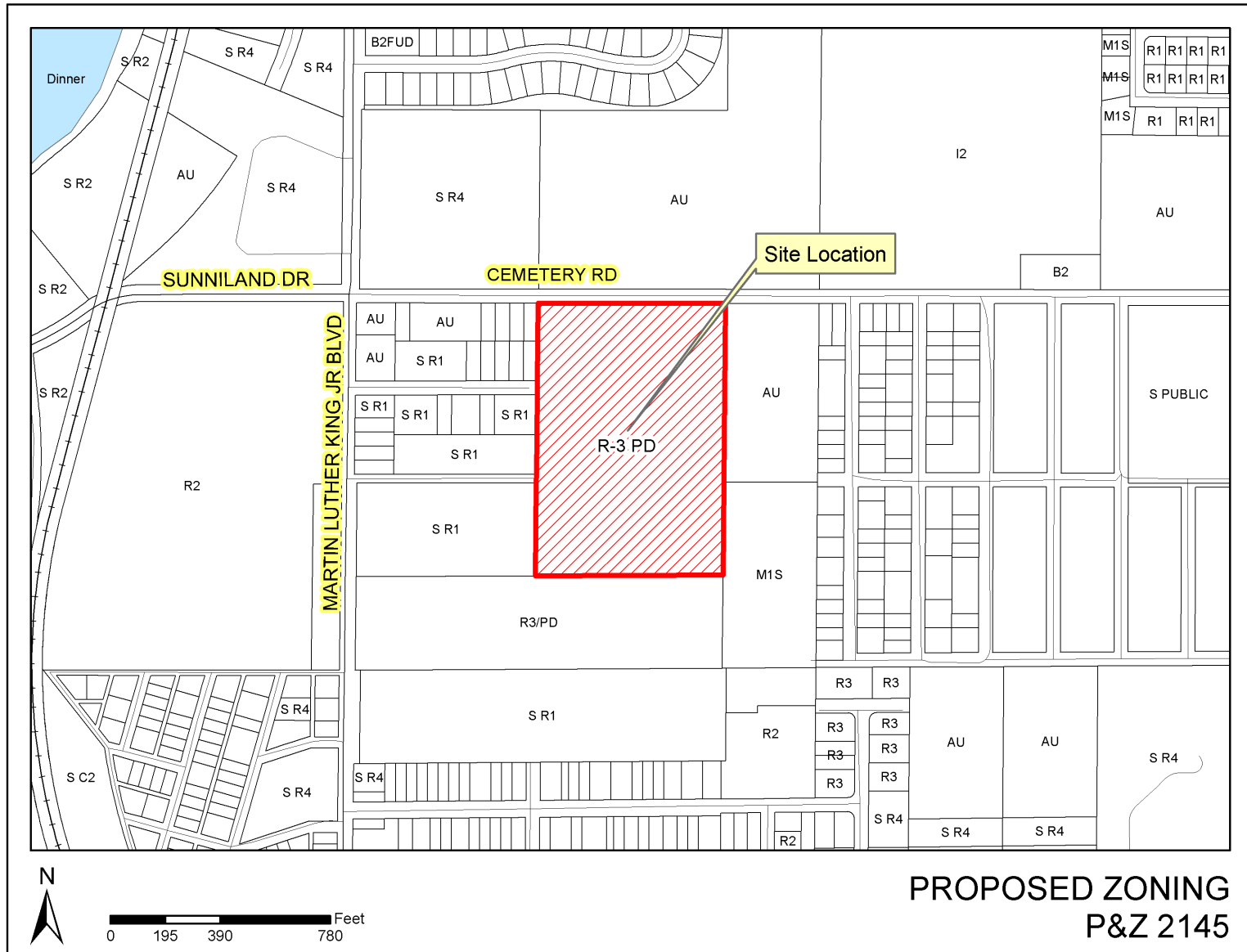
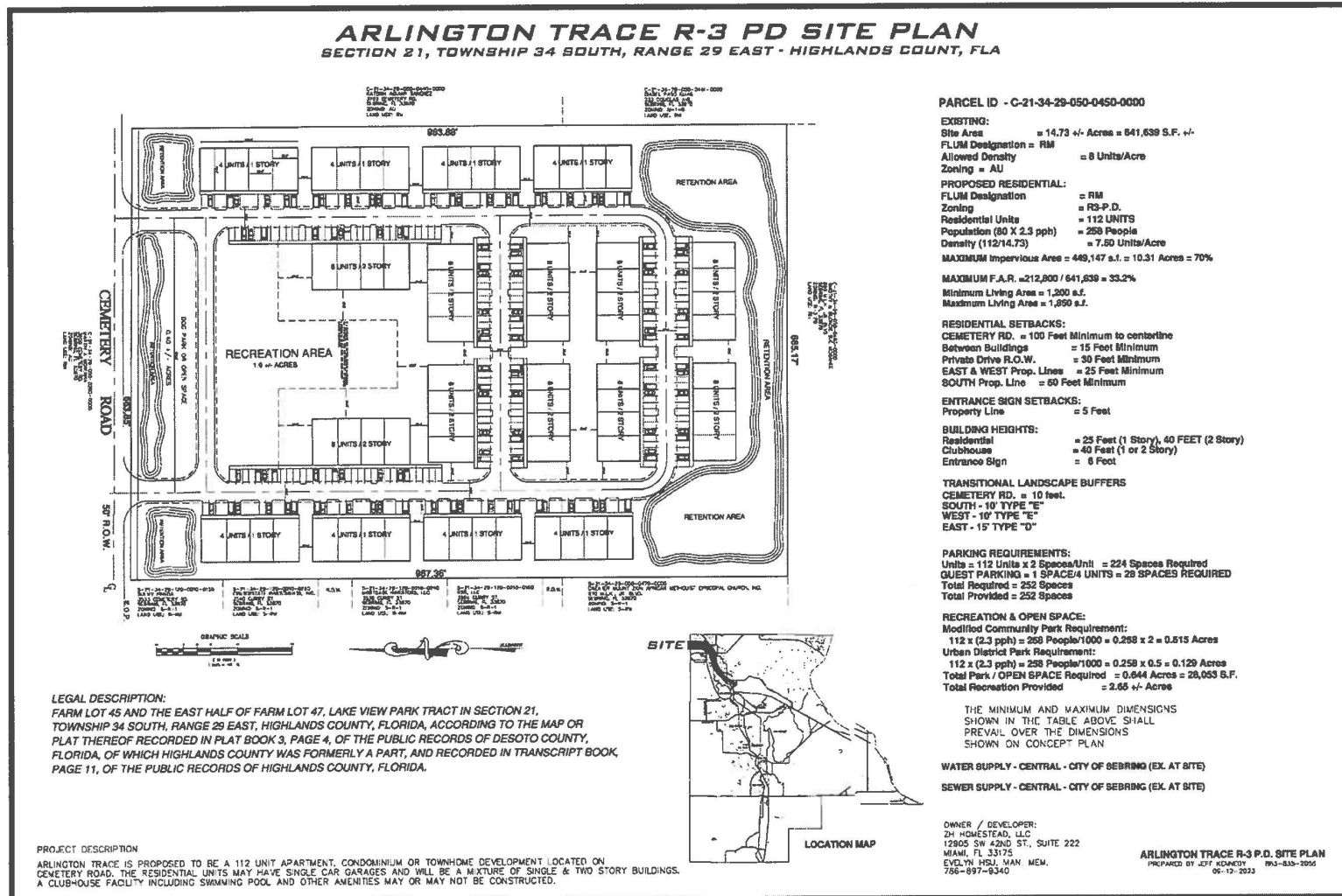


Exhibit 5:

“Exhibit A”: Conceptual PD Site Development Plan



Highlands County, Florida Zoning Change Application

Zoning change from: AU _____

Zoning change to: R-3 PD _____

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

***** Project No. 23100012 *****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2145 Date of Application: 10/18/2023

Amount of Fee: \$ 1950.00 Receipt No.: 43000000177 Tax Map No.: 89-C

Hearing Dates: LP: P&Z: 10/18/2023 BCC: 11/16/2023

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor: [Signature] Date: 10/23/2023

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: ZH Homestead LLC

Mailing Address: 12905 SW 42nd ST, STE 222

Telephone No.: E-Mail Address: evelyn@arcgusa.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: Jeff Kennedy and Dana Riddell

Mailing Address: 7045 CR 17 S., Sebring, FL 33870

Telephone No.: (863)835-2055 E-Mail Address: jrkenedy@mailbox.c@gmail.com
dana@stoneherge1dc.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. FARM LOT 45, AND THE EAST HALF OF FARM LOT 47, LAKE VIEW PARK TRACT IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 4, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART, AND RECORDED IN TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA.

4. **Strap No.(s) of Property Covered by Application:**

STRAP #: C- 21 - 34 - 29 - 050 - 0450 - 0000 STRAP #: C- - - - - - - - - -

STRAP #: C- - - - - - - - - - STRAP #: C- - - - - - - - - -

5. **Street Address(es) of Property Covered by the Application:** 3621 CEMETERY RD., SEBRING, FLORIDA, 33870

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: AU Existing Land Use Classification: RM
Are the Zoning and Comprehensive Plan Consistent? ☐ Consistent ☒ Not Consistent
7. Existing Property Information: Size of Property (width) 664 feet, (depth) 967 feet, street frontage 664 feet, water frontage N/A feet, Total acres 14.73
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? 1 8'X8' PUMP HOUSE
- _____
- _____
- _____
- If multiple units, the number of dwellings per building/number of buildings: N/A
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose name and when? _____
- _____
12. Is this hearing being requested as a result of a code violation notice? ☐ Yes ☒ No If Yes, explain. _____
- _____

13. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	GROVES/ORCHARDS	RM	AU
South	NON-AG ACREAGE	RH	R-3 PD
East	SFR/NON-AG ACREAGE	RM	AU/M-1-S
West	CHURCH/VACANT/SFR	SEBRING RM (5-12 DU/AC)	R-1

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): TO PROVIDE CONSISTENCY WITH THE EXISTING FLU AND INCREASE HOUSING OPPORTUNITIES
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable): 112 MULTI-FAMILY DWELLING UNITS
16. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of proposed building 212,800 divided by Parcel size 641,639 = FAR 33.2 %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. Potable Water: The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the 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):

- The facility has the designed capacity for pumping and treating 14,789,600 gpcd.
- The facility has a permitted capacity for 5,811,000 gpcd.
- The facility has an average demand or committed capacity for 3,933,000 gpcd.
- The facility has an excess capacity of 1,878,000 gpcd.
- This proposed development will require approximately 38,850 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. Applicant's Initial

- 18. Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☒ Yes ☐ No

If Yes, the wastewater treatment system requirements will be accommodated by the 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:

- The facility has the designed capacity for pumping and treating 2,000,000 gpcd.
- The facility has a permitted capacity for 2,000,000 gpcd.
- The facility has an average demand or committed capacity for 1,248,000 gpcd.
- The facility has an excess capacity of 752,000 gpcd.
- This proposed development will require approximately 38,850 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. Applicant's Initial

- 19. Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No Applicant's Initial

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

- 20. Solid Waste Disposal:** The proposed development will be served by the County-Approved refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. Recreation and Green Space: The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: 4.42 acres of open space with 2.65 acres of recreation
 Potential recreation include, but are not limited to, a clubhouse, pool, dog park, playground, multi-use path, basketball courts, etc.

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. Military Airport Zones (MAZ): Is this property located in an MAZ? ☒ Yes ☐ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. Owner's Affidavit: Owner's Affidavit(s) must be completed and submitted as part of all applications.

24. Agent's Affidavit: Agent's Affidavit(s), if applicable, must be completed and submitted as part of all applications.

25. Map Properties within 500 Feet: Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. List of Property Owners: List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. Land Survey: A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent: A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. Surrounding Property Owners: Have you discussed this rezoning request with the surrounding property owners?
☐ Yes ☒ No

30. Contract to Sell: Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:

LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART



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 13, 2023

To Whom It May Concern:

Re: 3621 Cemetery Rd. I.D. C-21-34-29-050-0450-0000.

Listed below is the water and wastewater capacities data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 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: Kim Shands, Administrative Coordinator
File

18.50
2382.10 *NS*

Prepared by and return to:
Brandon S. Craig, Esq.
Ables & Craig, P.A.
551 South Commerce Avenue
Sebring, FL 33870-3869
863-385-0112
File Number: **2013-4222**

[Space Above This Line For Recording Data]



Warranty Deed

This Warranty Deed made as of the 28th day of November, 2022 between

Henry Crutchfield, Inc., a Florida corporation,
whose post office address is
149 East Center Avenue, Sebring, FL 33870
grantor, and

ZH Homestead, LLC, a Florida limited liability company,
whose post office address is
12905 SW 42nd Street, Suite 222, Miami, FL 33175
grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida**, to-wit:

Farm Lot 45 and the East Half of Farm Lot 47, LAKE VIEW PARK TRACT in Section 21, Township 34 South, Range 29 East, Highlands County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-21-34-29-050-0450-0000

This conveyance is subject to the following:

1. Ad valorem taxes and non-ad valorem assessments subsequent to 2022.
2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
4. Public utility easements of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Brandon S. Craig
Witness Name: Brandon S. Craig

Henry Crutchfield, Inc., a Florida corporation

By: H. Earl Crutchfield, Jr.
H. Earl Crutchfield, Jr., President

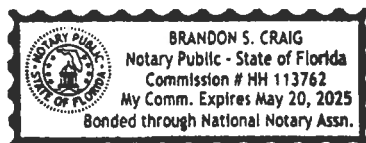
(Corporate Seal)

Rhonda L. Pattiello
Witness Name: Rhonda L. Pattiello

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of November, 2022 by H. Earl Crutchfield, Jr., President of Henry Crutchfield, Inc., a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]



Brandon S. Craig
Notary Public

Printed Name: Brandon S. Craig

My Commission Expires: 5-20-25

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT (Corporation)

I, Evelyn Hsu, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. X

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: Ye Zhang

Print Name: Clair Muenz

ZH Homestead, LLC
a Florida corporation.

By: Evelyn Hsu

Print Name: Evelyn Hsu

Title: Officer

**STATE OF FLORIDA
HIGHLANDS COUNTY**

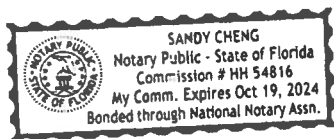
The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2023, by Evelyn Hsu who is personally known by me ☐ or who has produced FL. Driver's License as identification and who did take an oath:

Signature Sandy Cheng

Print Name Sandy Cheng

Notary Public, State of Florida

My Commission Expires: 10/19/2024





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

ZH HOMESTEAD LLC

Filing Information

Document Number	L21000326977
FEI/EIN Number	APPLIED FOR
Date Filed	07/19/2021
Effective Date	07/18/2021
State	FL
Status	ACTIVE

Principal Address

12905 SW 42ND ST
222
MIAMI, FL 33175

Mailing Address

13876 SW 56TH STREET
218
MIAMI, FL 33175

Registered Agent Name & Address

ZHAO, YING
12905 SW 42ND ST
222
MIAMI, FL 33175

Authorized Person(s) Detail

Name & Address

Title AMBR

ZHAO, YING
12905 SW 42ND ST UNIT 222
MIAMI, FL 33175

Title AMBR

HSU, EVELYN
12905 SW 42ND ST UNIT 222
MIAMI, FL 33175

Annual Reports

Report Year	Filed Date
2022	05/01/2022
2023	05/01/2023

Document Images

05/01/2023 -- ANNUAL REPORT	View image in PDF format
05/01/2022 -- ANNUAL REPORT	View image in PDF format
07/19/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

**Highlands County, Florida
Development Services Department Application**

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Jeff Kennedy and Dana Riddell to be my agents for this application.

Erbin Hsu
Print Name of Applicant

[Signature]
Signature of Applicant

14738 SW 23 ST
Address: Number and Street (P.O. Box)

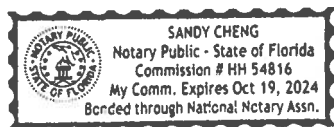
Mission, FL 33185
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2023 by Erbin Hsu who is personally known by me ☐ or who has produced FL Driver's License, as identification and who did take an oath.

[Signature]
Signature

Sandy Cheng
Print Name



Notary Public, State of Florida
My Commission Expires: 10/19/2024

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, JEFF KENNEDY, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

JEFF KENNEDY
Print Name of Agent

[Signature]
Signature of Agent

7045 C.R. 17 S
Address: Number and Street (P.O. Box)

SEBRING, FL 33876
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 24 day of October, 2023, by Jeff Kennedy who is personally known by me ☐ or who has produced FL DL, as identification and who did take an oath:

Angie M. King
Signature

Angie M. King
Print Name



ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Notary Public, State of Florida
My Commission Expires: 4/28/2025

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, Dana Riddell, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Dana Riddell
Print Name of Agent

Dana Riddell
Signature of Agent

2224 N. Archer Rd
Address: Number and Street (P.O. Box)

Avon Park, FL 33825
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 2023, by Dana Riddell who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Karla Kay Holmes
Signature

Karla Kay Holmes
Print Name



KARLA KAY HOLMES
Commission # HH 355181
Expires May 27, 2027

Notary Public, State of Florida
My Commission Expires: 05/27/2027

October 18, 2023

Planning and Zoning Division
 Highlands County Board of County Commissioners
 501 S. Commerce Avenue
 Sebring, FL 33870

RE: Letter of Intent (3621 Cemetery Rd., Sebring)

To Whom it May Concern:

The owner of the property located at 3621 Cemetery Rd., Sebring (Parcel ID C-21-34-29-050-0450-0000) is seeking a zoning change from AU (Agricultural District) to R-3 PD (Multiple-Family Dwelling Including Motel And Hotel Planned Development District) to allow an 112-unit multi-family development with amenities. The subject property has an existing Future Land Use classification of Medium Density Residential (RM), which is inconsistent with the existing zoning. The proposed zoning will correct this inconsistency and advance the vision of the Highlands County 2030 Comprehensive Plan (Comp Plan). The proposed zoning complies with the following policies, goals, and objectives of the Comp 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 GREEN HOUSE 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

Development within the County shall be managed through the application of Comprehensive Plan Goals, Objectives, and Policies including the implementation of the Land Development Regulations of Highlands County for the planning period of 2010 to 2030.

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. The General Growth Management Strategy consists of the following:
 - 1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

Policy 1.2: Land Use Categories, Densities, and Intensities

- 3. Medium Density Residential: (abbreviation = RM)

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the

County. Generally subdivided into quarter-acre lots, which established the starting density this land use category constituted the primary residential environment for County residents comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category. Future projects should emphasize a traditional preference for privacy, visual amenity, and low profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density range, which includes the Mobile Home Park (max. 8 dus/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

- a. Starting Density: 4.00 units per acre.
- b. Maximum Density: 8.00 units per acre
- c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.
- d. Permitted Supporting Uses: include potable water and wastewater treatment plants.
- e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

Policy 2.1: Infill

- A. Consistent with the policies of this Plan to promote development opportunities within the County, priority shall be given to infilling existing urbanized areas. However, this development should not be at the expense of existing environmentally sensitive natural resources on any parcels considered for infill development. Therefore, in order to encourage the utilization of existing infrastructure, to ensure that quality environmental resources are integrated into any development program, and, to provide for the orderly development of isolated parcels within the urbanized areas of the County, the following guidelines shall be used to determine if a land use amendment and/or rezoning proposal may be considered as infill development:
 1. The infill property must be proposed under one development plan;
 2. The infill development must be compatible with the prevailing land use densities or intensities of use on adjacent developed properties;
 3. The infill site must share a common property line or in close proximity with developed properties;

4. The infill development must 1) be served by an existing public road -or- 2) guarantee construction of a public road built to County specifications prior to issuance of a Final Development Order;
 5. The infill development must meet the concurrency requirements of Future Land Use Policy 5.1 in particular and be consistent with other applicable policies of this Comprehensive Plan;
 6. The infill development must be proposed as a Cluster Development whenever the infill site contains natural resources specified under Natural Resources Policies 3.2A and 3.3B; and,
 7. The infill development is within 1/4 mile of central urban services, such as water and wastewater and/or immediately adjacent to an incorporated community where these services may be acquired.
- B. Where necessary to execute infill development plans, an amendment to the Future Land Use Map and a Consistency Rezone shall be required. As part of the infill processing application, the applicant shall submit a land use suitability analysis describing how the proposed project is compatible with adjacent land uses and satisfies Comprehensive Plan policies pertaining to any natural resources if they exist.
 - C. For purposes of implementing this policy, infill shall be considered new development and must satisfy all concurrency requirements.

OBJECTIVE 4: LAND DEVELOPMENT REGULATIONS AND PROJECT REVIEWS

As the Comprehensive Plan is amended, the County shall revise affected Land Development Regulations.

- A. Ensure the compatibility of adjacent land use activities through the application of zoning and subdivision regulations and by the coordination of these functions during development order reviews;
- B. Provide for safe and healthful living environments for all income levels and household types through zoning regulations, development standards, and building codes;
- G. Promote the efficient use of land as a revenue base for the County's agricultural sector, residential neighborhoods, commercial activity, industrial enterprise, and public facilities by the implementation of zoning and subdivision regulations which are consistent with the Comprehensive Plan.

Housing Element:

GOAL: WITHIN THE 2010 TO 2030 PLANNING PERIOD, ENCOURAGE DESIRABLE HOUSING IN A HEALTHY LIVING ENVIRONMENT FOR ALL RESIDENTS.

OBJECTIVE 1: HOUSING IMPLEMENTATION PROGRAM

Increase housing availability to very low, low, workforce, and moderate income households.

OBJECTIVE 2: PROVIDE AFFORDABLE HOUSING

The County shall assist in providing opportunities for affordable, structurally sound housing for current and seasonal residents regardless of age, race, sex, persons with disabilities, or family size.

Infrastructure Element:

GOAL 1: TO PROVIDE A HIGH LEVEL OF INFRASTRUCTURE SERVICES TO COUNTY RESIDENTS WITHIN THE 2010 TO 2030 PLANNING PERIOD. GOAL 2: TO PROTECT AND ENHANCE ENVIRONMENTAL QUALITY THROUGH ENSURING HIGHER STANDARDS OF WATER, WASTEWATER, SOLID WASTE, AND STORMWATER MANAGEMENT SERVICES. GOAL 3: TO MAXIMIZE UTILIZATION OF EXISTING INVESTMENT AND FACILITIES UNDER BOTH PUBLIC AND PRIVATE OWNERSHIP.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS Recognize that certain land uses and development densities require central wastewater systems

OBJECTIVE 5: GROWTH MANAGEMENT THROUGH CENTRAL WASTEWATER SYSTEMS The County shall implement procedures which discourage urban sprawl and maximize the use of existing facilities, especially areas served by centralized and planned infrastructure.

Policy 5.1: Develop Areas Served by Central Wastewater Systems In addition to implementing a policy for centralized wastewater systems, the County intends to discourage urban sprawl and provide for the more efficient use of existing central wastewater facilities through a purposeful implementation of the General Growth Management Strategy articulated under Future Land Use Objectives 1. The County shall encourage residential density concentrations, as opposed to large lot, low density residential within the service areas as a means to Adopted Effective Date: August 23, 2011 Highlands County 2030 Comprehensive Plan Infrastructure Element Page 8 economically capture wastewater of sufficient quantity for reclamation and distribution for irrigation or commercial/industrial use.

OBJECTIVE 6: PROVIDE SUFFICIENT POTABLE WATER TO RESIDENTIAL AND NONRESIDENTIAL USERS WITHIN WATER SERVICE AREAS CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN

Policy 6.5: Mandatory Connection to Central Water System.

Connections to County potable water systems shall be guided by the following:

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 as follows:

1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to: a. Connect to an existing system; or b. Construct or guarantee to construct an approved central potable water system, or sufficiently upgrade an existing system to serve the entire proposed project.

2. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than one (1) gross acre in size shall be required to provide or guarantee to provide a central potable water system designed to support all phases of the development to provide for future fire suppression requirements including hydrant connections.

The conditions proposed for the Planned Development are as follows:

1. The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code of Ordinances, Highlands County, Florida.
2. There shall be a maximum of 112 dwelling units.
3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 1,850 square feet of living space.
4. Dwelling units shall be limited to one-story with a maximum height of 25 feet along the east and west property lines.
5. Centrally-located dwelling units shall be limited to two-stories with a maximum height of 40 feet.
6. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.
7. The minimum setbacks shall be as follows:
 - a. North: 100 feet to road centerline
 - b. East & West Property Lines: 25 feet
 - c. South Property Lines: 50 feet
 - d. Between Buildings: 15 feet
8. Minimum sign requirements:
 - a. Setback: 5 feet from property line.
 - b. Height: Not to exceed 6 feet.
 - c. Size: Not to exceed 125 square feet.
9. All internal roads shall be privately owned and maintained and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.

A Conceptual Site Plan is included as part of the submittal for review.

Please do not hesitate to contact me for additional information, or questions.

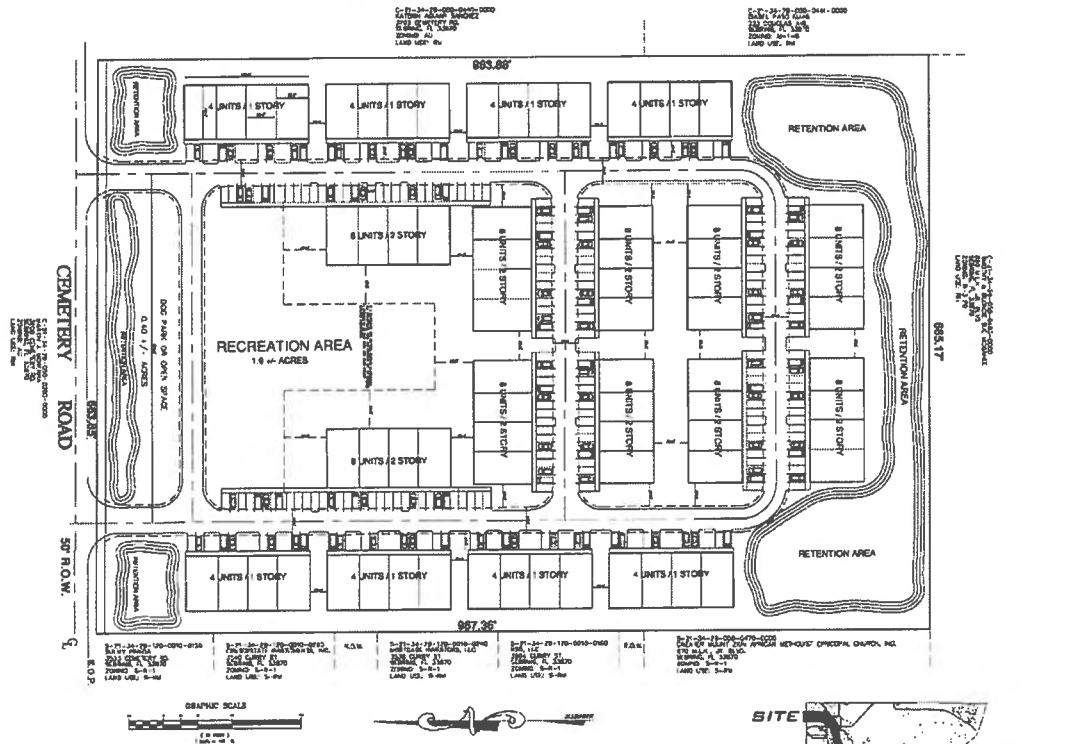
Respectfully,

Dana Riddell

Dana Riddell
Land Development Consultant/Agent of Record

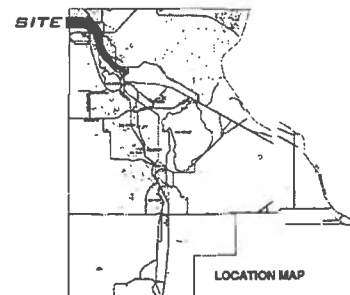
"Exhibit A": Conceptual PD Site Development Plan

ARLINGTON TRACE R-3 PD SITE PLAN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST - HIGHLANDS COUNTY, FLA



LEGAL DESCRIPTION:
FARM LOT 45 AND THE EAST HALF OF FARM LOT 47, LAKE VIEW PARK TRACT IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 4, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART, AND RECORDED IN TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

PROJECT DESCRIPTION
ARLINGTON TRACE IS PROPOSED TO BE A 112 UNIT APARTMENT, CONDOMINIUM OR TOWNHOME DEVELOPMENT LOCATED ON CEMETERY ROAD. THE RESIDENTIAL UNITS MAY HAVE SINGLE CAR GARAGES AND WILL BE A MIXTURE OF SINGLE & TWO STORY BUILDINGS. A CLUBHOUSE FACILITY INCLUDING SWIMMING POOL AND OTHER AMENITIES MAY OR MAY NOT BE CONSTRUCTED.



PARCEL ID - C-21-34-29-050-0450-0000

EXISTING:
Site Area = 14.73 +/- Acres = 641,639 S.F. +/-
FLUM Designation = RM
Allowed Density = 8 Units/Acre
Zoning = AU

PROPOSED RESIDENTIAL:
FLUM Designation = RM
Zoning = R3-P.D.
Residential Units = 112 UNITS
Population (80 X 2.3 pph) = 258 People
Density (112/14.73) = 7.60 Units/Acre
MAXIMUM Impervious Area = 449,147 s.f. = 10.31 Acres = 70%
MAXIMUM F.A.R. = 212,800 / 641,639 = 33.2%
Minimum Living Area = 1,200 s.f.
Maximum Living Area = 1,850 s.f.

RESIDENTIAL SETBACKS:
CEMETERY RD. = 100 Feet Minimum to centerline
Between Buildings = 15 Feet Minimum
Private Drive R.O.W. = 30 Feet Minimum
EAST & WEST Prop. Lines = 25 Feet Minimum
SOUTH Prop. Line = 60 Feet Minimum

ENTRANCE SIGN SETBACKS:
Property Line = 5 Feet

BUILDING HEIGHTS:
Residential = 25 Feet (1 Story), 40 FEET (2 Story)
Clubhouse = 40 Feet (1 or 2 Story)
Entrance Sign = 6 Feet

TRANSITIONAL LANDSCAPE BUFFERS
CEMETERY RD. = 10 feet.
SOUTH - 10' TYPE "E"
WEST - 10' TYPE "E"
EAST - 15' TYPE "D"

PARKING REQUIREMENTS:
Units = 112 Units x 2 Spaces/Unit = 224 Spaces Required
QUEST PARKING = 1 SPACE/4 UNITS = 28 SPACES REQUIRED
Total Required = 252 Spaces
Total Provided = 252 Spaces

RECREATION & OPEN SPACE:
Modified Community Park Requirement:
112 x (2.3 pph) = 258 People/1000 = 0.258 x 2 = 0.515 Acres
Urban District Park Requirement:
112 x (2.3 pph) = 258 People/1000 = 0.258 x 0.5 = 0.129 Acres
Total Park / OPEN SPACE Required = 0.644 Acres = 28,053 S.F.
Total Recreation Provided = 2.65 +/- Acres

THE MINIMUM AND MAXIMUM DIMENSIONS SHOWN IN THE TABLE ABOVE SHALL PREVAIL OVER THE DIMENSIONS SHOWN ON CONCEPT PLAN

WATER SUPPLY - CENTRAL - CITY OF SEBRING (EX. AT SITE)
SEWER SUPPLY - CENTRAL - CITY OF SEBRING (EX. AT SITE)

OWNER / DEVELOPER:
ZH HOMESTEAD, LLC
12905 SW 42ND ST., SUITE 222
MIAMI, FL 33175
EVELYN HSU, VICE PRES.
755-897-9340

ARLINGTON TRACE R-3 P.D. SITE PLAN
PREPARED BY JOE KANEY 893-833-2056
06-12-2023

RESOLUTION NO. 23-24-53

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-34-29-050-0450-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of the property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0450-0000 ("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 change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0450-0000 and as more particularly described as:

Farm Lot 45 and the East Half of Farm Lot 47, Lake View Park Tract in Section 21, Township 34, South, Range 29 East, Highlands County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District, AU, to Multiple Family Dwelling Planned Development District, R-3 PD.

B. The official zoning atlas of the County is hereby amended to reflect that the zoning for the Property is R-3 PD.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

SECTION 3. General Condition, Restrictions and Limitations. This R-3 PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.290 of the Code of Ordinances, Highlands County, Florida ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.
2. There shall be a maximum of 112 dwelling units.
3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 1,850 square feet of living space per dwelling unit.
4. Dwelling units shall be limited to one-story with a maximum height of 25 feet along the east and west property lines.
5. Centrally located dwelling units shall be limited to two-stories with a maximum height of 40 feet.
6. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.

7. The minimum setbacks shall be as follows:
 - a. North Property Line: 100 feet from the centerline of the established roadway
 - b. East and West Property Lines: 25 feet
 - c. South Property Line: 50 feet
 - d. Between Buildings: 15 feet
 - e. Building setback to internal roadways: 20 feet
8. Subdivision sign requirements:
 - a. Setback: 5 feet from property line, or 30 feet from the centerline of the established roadway, whichever is greater.
 - b. Height: Not to exceed 6 feet.
 - c. Size: Not to exceed 125 square feet.
9. All internal roads shall be privately owned and maintained and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.
10. The Conceptual PD Site Development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **Exhibit "A"**. The Property shall be subject to the Code for final site plan approval.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2145, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of January 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

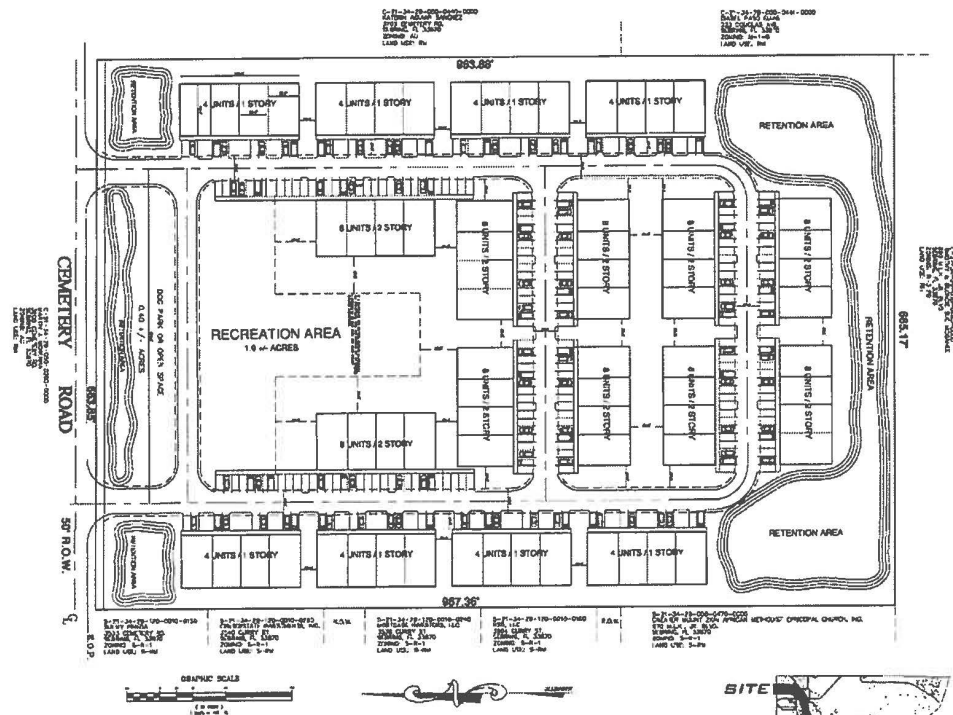
By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

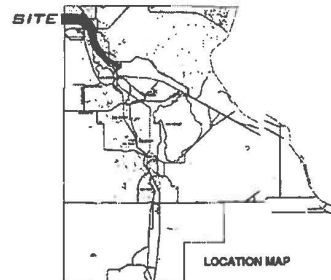
"Exhibit A": Conceptual PD Site Development Plan

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PARCEL ID - C-21-34-29-050-0450-0000

EXISTING:
Site Area = 14.73 +/- Acres = 641,638 S.F. +/-
FLUM Designation = RM
Allowed Density = 8 Units/Acre
Zoning = AU

PROPOSED RESIDENTIAL:
FLUM Designation = RM
Zoning = R3-P.D.
Residential Units = 112 UNITS
Population (80 X 2.3 pph) = 256 People
Density (112/14.73) = 7.50 Units/Acre
MAXIMUM Impervious Area = 449,147 s.f. = 10.31 Acres = 70%

MAXIMUM F.A.R. = 212,800 / 641,638 = 33.2%
Minimum Living Area = 1,200 s.f.
Maximum Living Area = 1,950 s.f.

RESIDENTIAL SETBACKS:
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Between Buildings = 15 Feet Minimum
Private Drive R.O.W. = 30 Feet Minimum
EAST & WEST Prop. Lines = 25 Feet Minimum
SOUTH Prop. Line = 60 Feet Minimum

ENTRANCE SIGN SETBACKS:
Property Line = 5 Feet

BUILDING HEIGHTS:
Residential = 25 Feet (1 Story), 40 FEET (2 Story)
Clubhouse = 40 Feet (1 or 2 Story)
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TRANSITIONAL LANDSCAPE BUFFERS
CEMETERY RD. = 10 feet.
SOUTH - 10' TYPE "E"
WEST - 10' TYPE "E"
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Total Park / OPEN SPACE Required = 0.644 Acres = 28,053 S.F.
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WATER SUPPLY - CENTRAL - CITY OF SEBRING (EX. AT SITE)
SEWER SUPPLY - CENTRAL - CITY OF SEBRING (EX. AT SITE)

OWNER / DEVELOPER:
24 HOMESTEAD, LLC
12805 SW 42ND ST., SUITE 222
MIAMI, FL 33175
EVELYN HSJ, MAN. MEM.
786-897-9340

ARLINGTON TRACE R-3 P.D. SITE PLAN
PREPARED BY JETI KOKONYI W3-833-2056
06-12-2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-09 to repeal Chapter 9, Article XIV (14), DeSoto City Special Benefit Fire District.

STATEMENT OF ISSUE

DeSoto City Special Benefit Fire District was created November 25, 2003, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-09, to repeal Chapter 9, Article XIV (14), DeSoto City Special Benefit Fire District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$39,112.24 transferred from Fund 102 (Desoto City Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance DeSoto City Fire SBD.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

ORDINANCE NO. 23-24-09

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Desoto City Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XIV, Desoto City Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County

Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XIV, Desoto City Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XIV, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-10 to repeal Chapter 9, Article XVI (16) Highlands Lakes Special Tax District .

STATEMENT OF ISSUE

Highlands Lakes Special Tax District was created May 1, 1984, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-10, to repeal Chapter 9, Article XVI, (16) Highlands Lakes Special Tax District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$2,540.94 transferred from Fund 113 (Highlands Lakes Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Highlands Lakes Fire.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
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SEBRING, HIGHLANDS COUNTY, FLORIDA

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CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
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Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



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Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

Her chief rival to become Trump’s leading foil, DeSantis, is facing a similarly challenging dynamic as he steps up criticism of the former president while criticizing the litany of court cases that could remove him from the ballot in some states. On Wednesday, DeSantis attacked the Colorado Supreme Court’s ruling that Trump was ineligible for the ballot under to the U.S. Constitution, suggesting the court was trying to boost Trump and help Democrats who want to run against him.

Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

“I would say if I could have one thing change, I wish Trump hadn’t been indicted on any of this stuff,” he said. “It’s just crowded out, I think, so much other stuff, and it’s sucked out a lot of oxygen.”

Trump and his campaign team have mostly tried to tear down DeSantis but are devoting new attention to Haley in recent days. Allies of both Trump and DeSantis have aired ads in which she is accused of reversing her position to not raise South Carolina’s gas tax when she served as governor.

The ads left out that Haley said she would only sign the 2015 measure to raise the gas tax if lawmakers agreed to cut state income taxes. The plan ultimately died.

“I’m getting it from all angles,” she said. “And I get it. That means we’re surging.”

Haley addressed an audience of about 100 people on Thursday as she wrapped up a four-day campaign trip through small Iowa cities. Haley didn’t cite the indictments against Trump but suggested as she often does that his leadership is too chaotic given the threats the U.S. faces.

Schunk said afterward that he is leaning toward supporting her even if she didn’t say exactly what he wanted.

“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

adno-00144778

DIRECT CREMATIONS

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(863) 385-1546

adno-00142680

Divine Baby Jesus!

It is a theological fact within the Holy Catholic Church of Jesus our Savior; Jesus was the only Divine Baby God existent ever! Beginning with his miraculous conception within the Immaculate Conception pure womb of His Holy Mother, Mary.

Do you agree?

Robert Tome

adno-00143121

ORDINANCE NO. 23-24-10

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Highlands Lakes Special Tax District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XVI, Highlands Lakes Special Tax District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XVI, Highlands Lakes Special Tax District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XVI, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-11 to repeal Chapter 9, Article XX (20), Highlands Park Special Benefit Fire Districts.

STATEMENT OF ISSUE

Highlands Park Special Benefit Fire Districts was created March 29, 1988, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-10, to repeal Chapter 9, Article XX (20), Highlands Park Special Benefit Fire Districts, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$68,259.56 transferred from Fund 116 (Highlands Park Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Highlands Park Estate Special Benefit Fire Districts.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

Her chief rival to become Trump’s leading foil, DeSantis, is facing a similarly challenging dynamic as he steps up criticism of the former president while criticizing the litany of court cases that could remove him from the ballot in some states. On Wednesday, DeSantis attacked the Colorado Supreme Court’s ruling that Trump was ineligible for the ballot under to the U.S. Constitution, suggesting the court was trying to boost Trump and help Democrats who want to run against him.

Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

“I would say if I could have one thing change, I wish Trump hadn’t been indicted on any of this stuff,” he said. “It’s just crowded out, I think, so much other stuff, and it’s sucked out a lot of oxygen.”

Trump and his campaign team have mostly tried to tear down DeSantis but are devoting new attention to Haley in recent days. Allies of both Trump and DeSantis have aired ads in which she is accused of reversing her position to not raise South Carolina’s gas tax when she served as governor.

The ads left out that Haley said she would only sign the 2015 measure to raise the gas tax if lawmakers agreed to cut state income taxes. The plan ultimately died.

“I’m getting it from all angles,” she said. “And I get it. That means we’re surging.”

Haley addressed an audience of about 100 people on Thursday as she wrapped up a four-day campaign trip through small Iowa cities. Haley didn’t cite the indictments against Trump but suggested as she often does that his leadership is too chaotic given the threats the U.S. faces.

Schunk said afterward that he is leaning toward supporting her even if she didn’t say exactly what he wanted.

“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

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Dowden
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Locally owned & operated

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(863) 385-1546

adno=00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno=00143121

adno=00144178

ORDINANCE NO. 23-24-11

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Highlands Park Special Benefit Fire Districts, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SEPECIAL BENEFIT FIRE DISTRICTS. Highlands County Code of Ordinances, Chapter 9, Article XX, Highlands Park Special Benefit Fire Districts, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XX, Highlands Park Special Benefit Fire Districts, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XX, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January , 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-12 to repeal Chapter 9, Article XXXIV (34), Lake Placid Special Benefit Fire District.

STATEMENT OF ISSUE

Lake Placid Special Benefit Fire District was created January 27, 1998, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-12, to repeal Chapter 9, Article XXXIV (34), Lake Placid Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$434,421.52 transferred from Fund 144 (Lake Placid Fire SBD) to Fund 181 (Fire Assessments) to be used towards the construction of Station 36 in the total estimated amount of \$3,000,000.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Lake Placid Special Benefit Fire District.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

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Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

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“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

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OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

adno-00144778

DIRECT CREMATIONS

- Cremation • Burials
- Shipping Service
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2605 Bayview St., Sebring, FL 33870
(863) 385-1546

adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

ORDINANCE NO. 23-24-12

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Lake Placid Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXXIV, Lake Placid Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXXIV, Lake Placid Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XXXIV, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-13 to repeal Chapter 9, Article XIII (13), Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District.

STATEMENT OF ISSUE

Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District was created May 19, 1981, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-13, to repeal Chapter 9, Article XIII (13), Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$46,338.45 transferred from Fund 101 (Sun 'N Lake Estates and Acreage of Lake Placid SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Sun N Lake Estates and Acreage of Lake Placid SBD.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

Her chief rival to become Trump’s leading foil, DeSantis, is facing a similarly challenging dynamic as he steps up criticism of the former president while criticizing the litany of court cases that could remove him from the ballot in some states. On Wednesday, DeSantis attacked the Colorado Supreme Court’s ruling that Trump was ineligible for the ballot under to the U.S. Constitution, suggesting the court was trying to boost Trump and help Democrats who want to run against him.

Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

“I would say if I could have one thing change, I wish Trump hadn’t been indicted on any of this stuff,” he said. “It’s just crowded out, I think, so much other stuff, and it’s sucked out a lot of oxygen.”

Trump and his campaign team have mostly tried to tear down DeSantis but are devoting new attention to Haley in recent days. Allies of both Trump and DeSantis have aired ads in which she is accused of reversing her position to not raise South Carolina’s gas tax when she served as governor.

The ads left out that Haley said she would only sign the 2015 measure to raise the gas tax if lawmakers agreed to cut state income taxes. The plan ultimately died.

“I’m getting it from all angles,” she said. “And I get it. That means we’re surging.”

Haley addressed an audience of about 100 people on Thursday as she wrapped up a four-day campaign trip through small Iowa cities. Haley didn’t cite the indictments against Trump but suggested as she often does that his leadership is too chaotic given the threats the U.S. faces.

Schunk said afterward that he is leaning toward supporting her even if she didn’t say exactly what he wanted.

“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

DIRECT CREMATIONS

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Locally owned & operated

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(863) 385-1546

adno=00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno=00143121

adno=00144178

ORDINANCE NO. 23-24-13

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIII, SUN 'N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIII, SUN 'N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECIAL BENEFIT DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XIII, SUN 'N LAKE ESTATES AND ACREAGE OF LAKE PLACID SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XIII, Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XIII, Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XIII, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January , 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-14 to repeal Chapter 9, Article XVII (17), Leisure Lakes Special Benefit Fire District.

STATEMENT OF ISSUE

Leisure Lakes Special Benefit Fire District was created June 14, 1985, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-14, to repeal Chapter 9, Article XVII (17), Leisure Lakes Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$131,616.95 transferred from Fund 114 (Leisure Lakes Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Leisure Lakes Special Benefit Fire District.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

Her chief rival to become Trump’s leading foil, DeSantis, is facing a similarly challenging dynamic as he steps up criticism of the former president while criticizing the litany of court cases that could remove him from the ballot in some states. On Wednesday, DeSantis attacked the Colorado Supreme Court’s ruling that Trump was ineligible for the ballot under to the U.S. Constitution, suggesting the court was trying to boost Trump and help Democrats who want to run against him.

Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

“I would say if I could have one thing change, I wish Trump hadn’t been indicted on any of this stuff,” he said. “It’s just crowded out, I think, so much other stuff, and it’s sucked out a lot of oxygen.”

Trump and his campaign team have mostly tried to tear down DeSantis but are devoting new attention to Haley in recent days. Allies of both Trump and DeSantis have aired ads in which she is accused of reversing her position to not raise South Carolina’s gas tax when she served as governor.

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Schunk said afterward that he is leaning toward supporting her even if she didn’t say exactly what he wanted.

“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

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adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

adno-00144178

ORDINANCE NO. 23-24-14

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Leisure Lakes Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XVII, Leisure Lakes Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XVII, Leisure Lakes Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XVII, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January , 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-15 to repeal Chapter 9, Article XL (40), Placid Lakes Special Benefit Fire District.

STATEMENT OF ISSUE

Placid Lakes Special Benefit Fire District was created August 24, 2004, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-15, to repeal Chapter 9, Article XL (40), Placid Lakes Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$718.11 transferred from Fund 120 (Placid Lakes Fire SBD) to Fund 181 (Fire Assessments).

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Placid Lakes Special Benefit Fire District.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

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A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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.

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BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Kevin J. Roberts, Chairman

adno-00144778

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(863) 385-1546

adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

ORDINANCE NO. 23-24-15

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Placid Lakes Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XL, Placid Lakes Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XL, Placid Lakes Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XL, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-16 to repeal Chapter 9, Article XXXII (32), Venus Special Benefit Fire District.

STATEMENT OF ISSUE

Venus Special Benefit Fire District was created August 27, 1996, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-16, to repeal Chapter 9, Article XXXII (32), Venus Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$47,256.64 transferred from Fund 137 (Venus Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Venus Fire District.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

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Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

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Haley addressed an audience of about 100 people on Thursday as she wrapped up a four-day campaign trip through small Iowa cities. Haley didn’t cite the indictments against Trump but suggested as she often does that his leadership is too chaotic given the threats the U.S. faces.

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“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

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adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

adno-00144178

ORDINANCE NO. 23-24-16

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXII, VENUS SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXII, VENUS SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Venus Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXXII, VENUS SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXXII, Venus Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXXII, Venus Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XXXII, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-17 to repeal Chapter 9, Article XXXIX (39), West Sebring Special Benefit Fire District.

STATEMENT OF ISSUE

West Sebring Special Benefit Fire District was created February 26, 2002, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-17, to repeal Chapter 9, Article XXXIX (39), West Sebring Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$99,004.89 transferred from Fund 133 (West Sebring Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
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SIGNED:



Janet Emerson

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by Janet Emerson, who is personally known to me.



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Notary expires: July 26, 2026



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Notary Public
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Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



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Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

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BOARD OF COUNTY COMMISSIONERS
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By: Kevin J. Roberts, Chairman

adno-00144778

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adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

ORDINANCE NO. 23-24-17

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the West Sebring Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXXIX, West Sebring Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXXIX, West Sebring Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XXXIX, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January, 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Public hearing to consider proposed Ordinance No. 23-24-18 to repeal Chapter 9, Article XXXI (31), Lorida Special Benefit Fire District.

STATEMENT OF ISSUE

Lorida Special Benefit Fire District was created August 27, 1996, for the purpose of paying the costs associated with providing fire protection services in the area of the district. Fire Protection is no longer assessed through this Fire District, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 23-24-18, to repeal Chapter 9, Article XXXI (31), Lorida Special Benefit Fire District, in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There will be \$3,440.04 transferred from Fund 138 (Lorida Fire SBD) to Fund 181 (Fire Assessments) to be used towards the purchase of 3 Brush Trucks totaling \$560,724.00.

Attachments: [Dissolution of VFD E-tear_Affidavit.pdf](#)
[Ordinance Lorida Fire.sgs.pdf](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF PUBLIC HEARING TO
CONSIDER COUNTY ORDINANCES**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

DECEMBER 24, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 26th day of December, 2023
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Voter pushes Haley to call Trump a ‘grave danger’ to US



NICK ROHLMAN/THE GAZETTE VIA AP

Republican presidential candidate former U.N. Ambassador Nikki Haley greets supporters following a campaign event at the Lawrence Community Center in Anamosa, Iowa, on Thursday, Dec. 21.

Here’s how she responded

By THOMAS BEAUMONT
ASSOCIATED PRESS

ANAMOSA, Iowa (AP) — Nikki Haley stopped short Thursday of answering one Iowa voter’s question the way he’d hoped.

Asked by 44-year-old Jacob Schunk to label Donald Trump a “grave danger to our country,” Haley ticked through criticisms of the former president ranging from foreign policy to government spending. And then the former United Nations ambassador addressed the challenge that she and Florida Gov. Ron DeSantis, her closest rival for second place behind Trump, are facing just weeks before primary voting begins.

“The problem is, what I have faced is anti-Trumpers don’t think I hate him enough. Pro-Trumpers don’t think I love him enough,” Haley told Schunk at a town hall in eastern Iowa.

Haley’s comment reflects one of the central challenges facing her campaign as she tries to win over those who still admire the former president without alienating them. It’s a balancing act that will likely intensify in final weeks ahead of the Jan. 15 Iowa caucuses, where a stronger-than expected showing could give Haley a boost heading into the New Hampshire, where she has gained support and appears right now to be the best-positioned Trump alternative.

Her chief rival to become Trump’s leading foil, DeSantis, is facing a similarly challenging dynamic as he steps up criticism of the former president while criticizing the litany of court cases that could remove him from the ballot in some states. On Wednesday, DeSantis attacked the Colorado Supreme Court’s ruling that Trump was ineligible for the ballot under to the U.S. Constitution, suggesting the court was trying to boost Trump and help Democrats who want to run against him.

Speaking with the Christian Broadcasting Network on Thursday, DeSantis argued that the criminal indictments had made it harder to run against Trump by “distorting the primary.”

“I would say if I could have one thing change, I wish Trump hadn’t been indicted on any of this stuff,” he said. “It’s just crowded out, I think, so much other stuff, and it’s sucked out a lot of oxygen.”

Trump and his campaign team have mostly tried to tear down DeSantis but are devoting new attention to Haley in recent days. Allies of both Trump and DeSantis have aired ads in which she is accused of reversing her position to not raise South Carolina’s gas tax when she served as governor.

The ads left out that Haley said she would only sign the 2015 measure to raise the gas tax if lawmakers agreed to cut state income taxes. The plan ultimately died.

“I’m getting it from all angles,” she said. “And I get it. That means we’re surging.”

Haley addressed an audience of about 100 people on Thursday as she wrapped up a four-day campaign trip through small Iowa cities. Haley didn’t cite the indictments against Trump but suggested as she often does that his leadership is too chaotic given the threats the U.S. faces.

Schunk said afterward that he is leaning toward supporting her even if she didn’t say exactly what he wanted.

“She was 95% there,” Schunk said after the event. “I think there’s some strategy there in terms of she’s not quite saying Donald Trump is a danger to the country. I think she thinks it. But she’s not willing to say it.”

OBITUARIES



John R. Pianowski

John Raymond Pianowski transitioned to the next world Dec. 5, 2023.

He was survived by his wife; two children, their spouses; and six grandchildren. He was a decorated Marine who served in Vietnam. John will be remembered for his sense of humor and generosity.

He will be cremated and transferred to Michigan for a summer 2024 burial at Great Lakes National Cemetery and be given military honors. Donations in his name can be made to wounded warriors.



Ermel Suddarth

Ermel Suddarth was born in Taswell, Indiana to Joseph and Della (Case) Suddarth on May 4, 1928, and passed away Dec. 15, 2023, in Sebring, Florida.

He served as a pipe fitter in the U.S. Navy during the Korean War. Later, he worked as a journeyman pipe fitter at the Ford plant in Sharonville, Ohio, retiring in 1986.

Ermel married Janet Lewis in 1949, and they were married for 59 ½ years. Ermel was preceded in death by Janet; his parents, four brothers and three sisters. He is survived by his two sons, Joseph (Laura) and Daniel (Marti); and seven grandchildren, Kate (Mike Perron), Scott, Abigail, Andrew, Timothy, Sarah, and Hannah, and three great-grandchildren.

Ermel was a member of Faith Baptist Church in Lake Placid, Florida. He was loved by his family, his neighbors, and friends at church. He enjoyed working Cryptoquotes and playing Euchre. He had a quick wit and vibrant sense of humor. He will be laid to rest at Highfill Cemetery in Taswell, Indiana.

Funeral arrangements are under the direction of Denbo Funeral Home, English, Indiana. Visitation was from 11 a.m. to 1 p.m., followed by a funeral at 1:30 p.m. Friday, Dec 22, 2023 at Highfill Chapel, Taswell, Indiana. Burial was at Highfill Cemetery.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 23-24-09; ORDINANCE NO. 23-24-10; ORDINANCE NO. 23-24-11; ORDINANCE NO. 23-24-12; ORDINANCE NO. 23-24-13; ORDINANCE NO. 23-24-14; ORDINANCE NO. 23-24-15; ORDINANCE NO. 23-24-16; ORDINANCE NO. 23-24-17; ORDINANCE NO. 23-24-18.

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 for the purpose of considering enactment of the following ordinance on **January 18th, 2024, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners’ Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIV, DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XVI, HIGHLANDS LAKES SPECIAL TAX DISTRICT; CHAPTER 9, ARTICLE XX, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICTS; CHAPTER 9, ARTICLE XXXIV, LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XIII, SUN ‘N LAKES ESTATES AND ACREAGE OF LAKE PLACID SPECAIL BENEFIT DISTRICT; CHAPTER 9, ARTICLE XVII, LEISURE LAKES SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XL, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXII, VENUS SPECAIL BENEFIT FIRE DISTRICT; CHAPTER 9, ARTICLE XXXIX, WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT; 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.

A copy of the ordinances are available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. 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 they will need a record of the proceedings, and for such purpose, they 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 non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. 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: Kevin J. Roberts, Chairman

adno-00144778

DIRECT CREMATIONS

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adno-00142680

Divine Baby Jesus!

*It is a theological fact within
the Holy Catholic Church of Jesus
our Savior; Jesus was the only
Divine Baby God existent ever!
Beginning with his miraculous
conception within the Immaculate
Conception pure womb of
His Holy Mother, Mary.
Do you agree?*

Robert Tome

adno-00143121

ORDINANCE NO. 23-24-18

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT; 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 regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Lorida Special Benefit Fire District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXXI, LORIDA SPECIAL BENEFIT FIRE DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXXI, Lorida Special Benefit Fire District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXXI, Lorida Special Benefit Fire District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The repeal of Chapter 9, Article XXXI, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of January , 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

KEVIN J. ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Tanya Cannady, Business Services Director
Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Request authorization for the County Administrator to transfer delinquent assessments collected from the 10 fire districts repealed on January 18, 2024 to the Fire Assessment Fund until year 2026.

STATEMENT OF ISSUE

A Public hearing was held January 18, 2024, to repeal Ordinances 23-24-09, DeSoto City Special Benefit Fire District; 23-24-10, Highlands Lakes Special Tax District; 23-24-11, Highlands Park Special Benefit Fire District; 23-24-12, Lake Placid Special Benefit Fire District; 23-24-13, Sun 'N Lake Estates and Acreage of Lake Placid Special Benefit District; 23-24-14, Leisure Lakes Special Benefit Fire District; 23-24-15, Placid Lakes Special Benefit Fire District; 23-24-16, Venus Special Benefit Fire District; 23-24-17, West Sebring Special Benefit Fire District and 23-24-18, Lorida Special Benefit Fire District created for the purpose of collecting assessments to provide fire protection. Since 2018, fire protection assessments are collected for the County through Ordinance 18-19-17 . All delinquent assessments remaining from the 10 repealed fire districts should be transferred to the County-wide Fire Assessment (Fund 181).

RECOMMENDED ACTION

Move to approve for the County Administrator to transfer delinquent assessments collected from the 10 fire districts repealed on January 18, 2024 to the Fire Assessment Fund until year 2026.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 181 (Fire Assessments) in the amount of \$872,709.34 for the transfer of fund balances from the ten (10) fire districts.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request approval to apply to the Florida Department of Environmental Protection (DEP) Recreational Trails Program for the development of Sun-N-Lake Preserve improvements to include design, engineering, and construction of recreational trails and activities.

STATEMENT OF ISSUE

The purpose of the Recreational Trails Program is to provide financial assistance for the development and maintenance of recreational trails. The funds will support in design, engineering, and construction of wanted improvements at the Sun-N-Lake Preserve. This is a cost share grant but the shared amount will be via the already approved CFS Sun-N-Lake Preserve Improvement Funds that are programmed for 2024-2026.

RECOMMENDED ACTION

Move to approve the request to apply for the Florida Department of Environmental Protection (DEP) Recreational Trails Program for the development of Sun-N-Lake Preserve improvements to include design, engineering, and construction of recreational trails and activities.

FISCAL IMPACT

No additional fiscal impact. All matching grant funds are already allocated through CFS Funding for the Sun-N-Lake Preserve Improvement Funds.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request approval to apply to the Duke Energy Foundation grant for funds supporting the educational improvements at Sun-N-Lake Preserve for land conservation and biodiversity of plant and animal species.

STATEMENT OF ISSUE

The purpose of the Duke Energy Foundation grant will provide support in educational improvements at Sun-N-Lake Preserve for land conservation and biodiversity of plant and animal species. This grant is up to \$20,000 and no cost share is associated.

RECOMMENDED ACTION

Move to approve the request to apply for the Duke Energy Foundation grant for funds supporting the educational improvements at Sun-N-Lake Preserve for land conservation and biodiversity of plant and animal species.

FISCAL IMPACT

The Fiscal Impact is an increase to the CFS Sun-N-Lake Preserve Improvement Project for the awarded amount up to \$20,000.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jan 18, 2024

PRESENTER: David Nitz, OMB Manager
Valerie Fleeger, Sr. Budget Analyst

SUBJECT/TITLE: Request adoption of Resolution 23-24-55 for Budget Amendment 23-24-042 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24.

STATEMENT OF ISSUE

This budget amendment is making adjustments and corrections to FY2-23 Project rollovers into FY23-24 according to actuals after end-of-year close-out, as well as, to roll projects that were not rolled in the budget process nor completed.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-55 for Budget Amendment 23-24-042 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24.

FISCAL IMPACT

The fiscal impact for FY 23-24 is an increase to Fund 005 (General), Fund 110 (Transportation Trust), Fund 122 (E911 Program), Fund 143 (FL Boating Improvement), Fund 151 (Infrastructure Surtax), Fund 152 (Tourist Development Trust), Fund 155 (Hospital District), Fund 163 (Home Initiatives Partnership), Fund 180 (Building Division), Fund 181 (Fire Assessments), Fund 350 (HCISSR LTD Capital), Fund 355 (HCFPIRN LTD Capital), and Fund 401 (Solid Waste) in the amounts of \$12,265,389.98, \$65.59, \$6,850.18, \$12,136.97, \$3,055,637.50, \$11,973.30, \$21,789.47, \$0.30, \$2,200,000.00, \$3,000,000.00, \$8,907,300.00, \$55,411.78, and \$9,171,795.56 respectively, and a decrease to Fund 129 (Conservation Trust) in the amount of \$54,882.59 with an overall budget increase of \$38,653,468.14.

Attachments: [23-24-042 FY22-23 Rollover Project Adjustments_Corrections to FY23-24 \(BA\).pdf](#)
[23-24-042 FY22-23 Rollover Project Adjustments_Corrections to FY23-24 \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

PAGE 1 of 21

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 1/3/2024

SUBMITTED BY: OMB

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	00059	7,734.00	0.27		7,734.27
E	005	6302	54600Z	Project Repair & Maint	00059	7,734.00	0.27		7,734.27
R	129		3999100Z	Project Fd Bal Forward	02084	36,790.00		15,092.59	21,697.41
E	129	6307	54600Z	Project Repair & Maint	02084	39,300.00		15,092.59	24,207.41
R	129		3999100Z	Project Fd Bal Forward	02084	36,790.00		36,790.00	0.00
									0.00
R	151		3999100Z	Project Fd Balance Forward	04074	0.00	11,944.00		11,944.00
E	151	4102A	56300Z	Project Improvements	04074	33,553.50	11,944.00		45,497.50

REASON: To make adjustments and corrections to FY22-23 Project rollovers into FY23-24 according to actuals after end-of-year close-out, as well as, to roll projects that were not rolled in the budget process nor completed and true up the RPAC fund balance.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-042

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

DATE: / /

Signature:

Posted by Clerk:

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 21

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	07040	388.00	0.11		388.11
E	005	6209	55200Z	Project Operating Supp	07040	388.00	0.11		388.11
R	005		3999100Z	Project Fd Bal Forward	08048	13,020.00	18.12		13,038.12
E	005	6210	55200Z	Project Operating Supp	08048	12,045.00	18.12		12,063.12
R	005		3999100Z	Project Fd Bal Forward	08049	5,584.00	2.03		5,586.03
E	005	6211	55200Z	Project Operating Supp	08049	5,584.00	2.03		5,586.03
R	005		3999100Z	Project Fd Bal Forward	08067	5,075.00		126.73	4,948.27
E	005	5221	53108Z	Project Outpatient	08067	5,575.00		126.73	5,448.27
R	163		3999100Z	Project Fd Bal Forward	10036	482.00	0.30		482.30
E	163	5345	54900Z	Project Other Chg & Oblig	10036	482.00	0.30		482.30
R	151		3999100Z	Project Fd Bal Forward	14033	0.00	1,083.81		1,083.81
E	151	2111A	56400Z	Project Equipment	14033	70,153.73	1,083.81		71,237.54
R	401		3999100Z	Project Fd Bal Forward	15030	21,771.63		1,266.94	20,504.69
E	401	4210	56301Z	Proj Capital Infrastructure	15030	11,947.62		1,266.94	10,680.68
R	005		3999100Z	Project Fd Bal Forward	15064	10,156.00	246.52		10,402.52
E	005	3995	54000Z	Project Travel & Per Diem	15064	900.00	246.52		1,146.52
R	151		3999100Z	Project Fd Bal Forward	16044	975,000.00	12,461.72		987,461.72
E	151	5106A	56200Z	Project Buildings	16044	1,019,402.20	12,461.72		1,031,863.92

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 21

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	16056	1,286,459.00	0.02		1,286,459.02
E	151	3322A	56200Z	Project Buildings	16056	1,286,459.00	0.02		1,286,459.02
R	005		3999100Z	Project Fd Bal Forward	17020	4,825.00	0.17		4,825.17
E	005	3995	55200Z	Project Operating Supplies	17020	4,825.00	0.17		4,825.17
R	151		3999100Z	Project Fd Bal Forward	17035	470,596.00		432.28	470,163.72
E	151	2672A	56200Z	Project Buildings	17035	484,371.00		432.28	483,938.72
R	151		3999100Z	Project Fd Bal Forward	17041	110,291.00		213.34	110,077.66
E	151	2672A	56200Z	Project Buildings	17041	110,291.00		213.34	110,077.66
R	005		3999100Z	Project Fd Bal Forward	17044	0.00	1,360.00		1,360.00
E	005	6303	54800Z	Project Promotional Act	17044	0.00	1,360.00		1,360.00
R	151		3999100Z	Project Fd Bal Forward	17058	240,209.00	0.24		240,209.24
E	151	2672A	56200Z	Project Buildings	17058	275,399.00	0.24		275,399.24
R	151		3999100Z	Project Fd Bal Forward	18025	212,988.00		496.27	212,491.73
E	151	2672A	56200Z	Project Buildings	18025	227,133.00		496.27	226,636.73
R	151		3999100Z	Project Fd Bal Forward	18047	50,000.00	7,992.71		57,992.71
E	151	4102A	56301Z	Proj Capital Infrastructure	18047	50,000.00	7,992.71		57,992.71
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fd Bal Forward	18051	2,605,012.00	55,411.78		2,660,423.78
E	355	2685	56200Z	Project Buildings	18051	2,697,977.13	55,411.78		2,753,388.91
R	005		3999100Z	Project Fd Bal Forward	19040	2,571,010.62		395.76	2,570,614.86
E	005	3996	56200Z	Project Buildings	19040	2,681,629.94		395.76	2,681,234.18
R	005		3999100	Fund Bal Brought Forward		4,657,076.88		73,750.00	4,583,326.88
R	005		3999100Z	Project Fd Bal Forward	19041	0.00	73,750.00		73,750.00
R	152		3999100Z	Project Fd Bal Forward	19044	228,740.00		2,000.70	226,739.30
E	152	5306	56300Z	Project Improvements	19044	271,740.00		2,000.70	269,739.30
R	155		3999100Z	Project Fd Bal Forward	20036	0.00	3,049.27		3,049.27
E	155	1155	53400Z	Project Contractual Svc	20036	0.00	3,049.27		3,049.27
R	110		3999100Z	Project Fd Bal Forward	20050	0.00	65.59		65.59
E	110	4102	56200Z	Project Buildings	20050	0.00	65.59		65.59
R	151		3999100Z	Project Fd Bal Forward	20065	0.00	10,650.15		10,650.15
E	151	4102A	56300Z	Project Improvements	20065	0.00	10,650.15		10,650.15
R	005		3999100Z	Project Fd Bal Forward	20067	0.00	1,378.94		1,378.94
E	005	6213	54900Z	Project Other Chg & Oblig	20067	0.00	1,378.94		1,378.94

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	20071	0.00	4,489,860.05		4,489,860.05
E	005	3991	53100Z	Project Professional Svc	20071	0.00	100,000.00		100,000.00
E	005	3991	54900Z	Project Other Chg & Oblig	20071	0.00	807.05		807.05
E	005	3991	56100Z	Project Land	20071	0.00	250,000.00		250,000.00
E	005	3991	56200Z	Project Buildings	20071	0.00	4,139,053.00		4,139,053.00
R	005		3999100Z	Project Fd Bal Forward	20072	0.00	4,453,949.30		4,453,949.30
E	005	3996	56300Z	Project Improvements	20072	0.00	4,453,949.30		4,453,949.30
R	005		3999100Z	Project Fd Bal Forward	20075	0.00	1,000,000.00		1,000,000.00
E	005	3991	58102Z	Govt Agency-Admin/Govt	20075	0.00	1,000,000.00		1,000,000.00
R	005		3999100Z	Project Fd Bal Forward	20076	0.00	182,144.63		182,144.63
E	005	3996	56200Z	Project Buildings	20076	1,925.64	182,144.63		184,070.27
R	005		3999100Z	Project Fd Bal Forward	20077	0.00	256,822.51		256,822.51
E	005	3996	56200Z	Project Buildings	20077	17,000.00	256,822.51		273,822.51
R	005		3999100Z	Project Fd Bal Forward	20081	0.00	150,000.00		150,000.00
E	005	3400	56810Z	Proj PC Sftwr Purc \$25K+	20081	0.00	150,000.00		150,000.00
R	005		3999100Z	Project Fd Bal Forward	20082	0.00	54,810.02		54,810.02
E	005	2672	56200Z	Project Buildings	20082	21,600.00	54,810.02		76,410.02
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	20084	0.00	11,375.28		11,375.28
E	005	3996	51200Z	Project Regular Salaries	20084	0.00	11,375.28		11,375.28
R	151		3999100Z	Project Fd Bal Forward	21029	0.00	190,587.75		190,587.75
E	151	3322A	56200Z	Project Buildings	21029	1,452.00	78,512.75		79,964.75
E	151	3322A	56400Z	Project Equipment	21029	0.00	112,075.00		112,075.00
R	151		3999100Z	Project Fd Bal Forward	21032	0.00	1,095,529.11		1,095,529.11
E	151	2672A	56300Z	Project Improvements	21032	284,000.00	1,095,529.11		1,379,529.11
R	151		3999100Z	Project Fd Bal Forward	21033	0.00	381,800.00		381,800.00
E	151	2672A	56200Z	Project Buildings	21033	200,000.00	381,800.00		581,800.00
R	151		3999100Z	Project Fd Bal Forward	21035	0.00	627,961.30		627,961.30
E	151	2111A	56400Z	Project Equipment	21035	81,104.09	627,961.30		709,065.39
R	151		3999100Z	Project Fd Bal Forward	21036	0.00	26,019.19		26,019.19
E	151	2672A	56400Z	Project Equipment	21036	50,000.00	26,019.19		76,019.19
R	151		3999100Z	Project Fd Bal Forward	21037	124,400.00		9,450.00	114,950.00
E	151	3991A	54600Z	Project Repair & Maint	21037	124,400.00		124,400.00	-
E	151	3991A	56400Z	Projecty Equipment	21037	50,000.00	114,950.00		164,950.00
R	151		39991000Z	Project Fd Bal Forward	21038	210,000.00		210,000.00	-
R	151		39991000Z	Project Fd Bal Forward	23014	0.00	210,000.00		210,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	21039	175,000.00	16,762.25		191,762.25
E	151	4102A	56100Z	Project Land	21039	375,000.00	16,762.25		391,762.25
R	005		3999100Z	Project Fd Bal Forward	21042	0.00	3,196.30		3,196.30
E	005	2109	54800Z	Project Promotional Activity	21042	0.00	3,196.30		3,196.30
R	151		3999100	Fund Bal Brought Forward		4,583,326.88		89,619.00	4,493,707.88
R	151		3999100Z	Project Fd Bal Forward	21034	0.00	89,619.00		89,619.00
R	151		3999100Z	Project Fd Bal Forward	21034	89,619.00		44,687.28	44,931.72
E	151	2672A	56400Z	Project Equipment	21034	448,834.74		44,687.28	404,147.46
R	151		3999100Z	Project Fd Bal Forward	21043	0.00	10,439.00		10,439.00
E	151	5105A	56400Z	Project Equipment	21043	248,791.00	10,439.00		259,230.00
R	151		3315200Z	Proj Econ Envir Comm Proj	21044	0.00	1,100,000.00		1,100,000.00
R	151		3999100Z	Project Fd Bal Forward	21044	245,674.00		91.72	245,582.28
E	151	4102A	56301Z	Proj Capital Infrastructure	21044	0.00	1,099,908.28		1,099,908.28
R	151		3999100Z	Project Fd Bal Forward	21047	200,000.00		66,721.74	133,278.26
E	151	2111A	56400Z	Project Equipment	21047	914,000.00		66,721.74	847,278.26
R	151		3999100Z	Project Fd Bal Forward	21048	0.00	47,847.00		47,847.00
E	151	2111A	56400Z	Project Equipment	21048	0.00	47,847.00		47,847.00

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BUDGET AMENDMENTS

REQUEST NUMBER		23-24-042							
TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	21049	0.00	127,062.95		127,062.95
E	151	2111A	56200Z	Project Buildings	21049	126,000.00	127,062.95		253,062.95
R	143		3999100Z	Project Fd Bal Forward	21051	0.00	12,136.97		12,136.97
E	143	6103	54600Z	Project Repair & Maint	21051	0.00	12,136.97		12,136.97
R	005		3999100Z	Project Fd Bal Forward	21052	0.00	1,253.05		1,253.05
E	005	3995	55100Z	Project Office Supplies	21052	0.00	1,023.04		1,023.04
E	005	3995	55403Z	Project Educ & Training	21052	0.00	230.01		230.01
R	151		3999100	Fund Bal Brought Forward		4,493,707.88		300,000.00	4,193,707.88
R	151		3696001Z	Proj Misc Dept of Health	21053	0.00	300,000.00		300,000.00
R	151		3999100Z	Project Fd Bal Forward	21053	428,851.00		251.91	428,599.09
E	151	2672A	56200Z	Project Buildings	21053	728,851.00		251.91	728,599.09
R	180		3999100Z	Project Fd Bal Forward	21054	0.00	2,200,000.00		2,200,000.00
E	180	3440A	56200Z	Project Buildings	21054	0.00	2,200,000.00		2,200,000.00
R	005		3342170Z	EMS Trust Grant	21058	10,065.00		10,065.00	-
R	005		33999100Z	Project Fd Bal Forward	21058	32,566.21	17,503.29		50,069.50
E	005	5105	54600Z	Project Repair & Maint	21058	0.00	3,000.00		3,000.00
E	005	5105	56400Z	Project Equipment	21058	0.00	4,438.29		4,438.29
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100Z	Project Fd Bal Forward	21063	0.00	38,497.20		38,497.20
E	401	4210	56300Z	Project Improvements	21063	0.00	38,497.20		38,497.20
R	350		3999100Z	Project Fd Bal Forward	21064	0.00	8,907,300.10		8,907,300.10
E	350	2680F	56200Z	Project Buildings	21064	1,035,470.00	8,907,300.10		9,942,770.10
R	151		3999100Z	Project Fd Bal Forward	21074	99,966.00		73.10	99,892.90
E	151	2672A	56400Z	Project Equipment	21074	374,966.00		73.10	374,892.90
R	401		3999100Z	Project Fd Bal Forward	21078	0.00	9,228,315.30		9,228,315.30
E	401	4210	56300Z	Project Improvements	21078	3,771,564.00	9,228,315.30		12,999,879.30
R	155		3999100Z	Project Fd Bal Forward	21080	0.00	18,740.20		18,740.20
E	155	1155	51200Z	Project Regular Salaries	21080	0.00	13,837.42		13,837.42
E	155	1155	52100Z	Project FICA Taxes	21080	0.00	829.88		829.88
E	155	1155	52200Z	Project Retirement Contributions	21080	0.00	450.32		450.32
E	155	1155	52300Z	Project Life & Health Insurance	21080	0.00	676.83		676.83
E	155	1155	52400Z	Project Workers' Comp	21080	0.00	87.18		87.18
E	155	1155	53400Z	Project Contractual Svc	21080	239.04	1,259.90		1,498.94
E	155	1155	55100Z	Project Office Supplies	21080	0.00	871.55		871.55
E	155	1155	55200Z	Project Operating Supplies	21080	0.00	727.12		727.12
R	005		3999100Z	Project Fd Bal Forward	21084	0.00	45,463.00		45,463.00
E	005	2111	58102Z	Govt Agency-Admin/Govt	21084	0.00	45,463.00		45,463.00

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21086	0.00	310,000.00		310,000.00
E	005	2111	58102Z	Govt Agency- Admin/Govt	21086	0.00	310,000.00		310,000.00
R	005		3999100Z	Project Fd Bal Forward	21088	0.00	14,187.53		14,187.53
E	005	2111	58102Z	Govt Agency- Admin/Govt	21088	0.00	14,187.53		14,187.53
R	005		3999100Z	Project Fd Bal Forward	21089	0.00	307.00		307.00
E	005	2111	58102Z	Govt Agency- Admin/Govt	21089	0.00	307.00		307.00
R	005		3999100Z	Project Fd Bal Forward	21090	0.00	18,652.00		18,652.00
E	005	2111	58102Z	Govt Agency- Admin/Govt	21090	0.00	18,652.00		18,652.00
R	005		3999100Z	Project Fd Bal Forward	21092	0.00	94,000.00		94,000.00
E	005	2111	58102Z	Govt Agency- Admin/Govt	21092	0.00	94,000.00		94,000.00
R	005		3312250Z	NCA Grant	21096	0.00	23,178.07		23,178.07
E	005	3995	51200Z	Project Regular Salaries	21096	0.00	16,567.35		16,567.35
E	005	3995	52100Z	Project FICA Taxes	21096	0.00	4,414.04		4,414.04
E	005	3995	52200Z	Project Retirement Contributions	21096	0.00	302.71		302.71
E	005	3995	52400Z	Project Workers' Comp	21096	0.00	88.59		88.59
E	005	3995	55100Z	Project Office Supplies	21096	0.00	384.10		384.10
E	005	3995	55200Z	Project Operatitng Supplies	21096	0.00	520.47		520.47
E	005	3995	55403Z	Project Educ & Training	21096	0.00	900.81		900.81

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Proj	21102	0.00	4,310.33		4,310.33
E	005	3995	51200Z	Project Regular Salaries	21102	0.00	4,310.33		4,310.33
R	005		3346900Z	Other Human Services Proj	21103	0.00	7,271.22		7,271.22
R	005		3999100Z	Project Fd Bal Forward	21103	0.00	5,132.24		5,132.24
E	005	3995	53400Z	Project Travel & Per Diem	21103	0.00	2,313.15		2,313.15
E	005	3995	54700Z	Project Printing & Bind	21103	0.00	1,300.51		1,300.51
E	005	3995	55100Z	Project Office Supplies	21103	0.00	4,738.28		4,738.28
E	005	3995	55200Z	Project Operating Supplies	21103	0.00	1,594.75		1,594.75
E	005	3995	55403Z	Project Educ & Training	21103	0.00	836.77		836.77
E	005	3995	55404Z	Project Dues & Membership	21103	0.00	1,620.00		1,620.00
R	181		3342320Z	State Fire Marshall Grant	21104	0.00	3,000,000.00		3,000,000.00
E	181		56200Z	Project Buildings	21104	42,176.25	3,000,000.00		3,042,176.25
R	151		3999100	Fund Balance Brought Forward		4,193,707.88		350,481.12	3,843,226.76
R	151		3999100Z	Project Fd Bal Forward	21104	0.00	350,481.12		350,481.12
E	151	2672A	56200Z	Project Buildings	21104	3,042,176.25	481.12		3,042,657.37
R	005		3999100Z	Project Fd Bal Forward	21110	110,000.00	125.00		110,125.00
E	005	2700	53100Z	Project Professional Svc	21110	110,000.00	125.00		110,125.00
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21107	0.00	11,964.86		11,964.86
E	005	2810	54700Z	Project Printing & Binding	21107	0.00	1,967.50		1,967.50
E	005	2810	54800Z	Project Promotional Act	21107	0.00	3,537.33		3,537.33
E	005	2810	55403Z	Project Educ & Training	21107	0.00	6,460.03		6,460.03
R	005		3999100Z	Project Fd Bal Forward	21111	2,795.38		2,795.38	-
R	005		3346900Z	Other Human Services Proj	21111	0.00	2,795.38		2,795.38
R	151		3999100Z	Project Fd Bal Forward	21112	140,000.00	6,729.56		146,729.56
E	151	4102A	56300Z	Project Improvements	21112	1,140,000.00	6,729.56		1,146,729.56
R	005		3999100Z	Project Fd Bal Forward	21113	0.00	244,400.00		244,400.00
E	005	3322	56400Z	Project Equipment	21113	0.00	244,400.00		244,400.00
R	151		3999100Z	Project Fd Bal Forward	22003	84,500.00		35,000.00	49,500.00
R	151		3999100Z	Project Fd Bal Forward	23009	0.00	35,000.00		35,000.00
R	151		3999100Z	Project Fd Bal Forward	22006	0.00	77.50		77.50
E	151		56400Z	Project Equipment	22006	476,211.00	77.50		476,288.50
R	401		3343440Z	FDEP Grant- Projects	22007	93,750.00		93,750.00	-
E	401	4210	56400Z	Project Equipment	22007	93,750.00		93,750.00	-
R	151		3999100Z	Project Fd Bal Forward	22008	124,746.00		72.95	124,673.05
E	151	2672A	56400Z	Project Equipment	22008	124,746.00		72.95	124,673.05

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BUDGET AMENDMENTS

REQUEST NUMBER		23-24-042							
TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	22009	500,000.00		375,000.00	125,000.00
E	151	4102A	56100Z	Project Land	22009	500,000.00		375,000.00	125,000.00
R	151		3999100Z	Project Fd Bal Forward	22010	348,000.00		144,218.64	203,781.36
E	151	4102A	56301Z	Proj Capital Infrastructure	22010	599,500.00		144,218.64	455,281.36
R	151		3999100Z	Project Fd Bal Forward	22012	199,460.00		194,496.59	4,963.41
R	151		3347300Z	Dep Recreation Facilities	22012	0.00	199,460.00		199,460.00
E	151	6102A	56300Z	Project Improvements	22012	335,460.00	4,963.41		340,423.41
R	151		3999100Z	Project Fd Bal Forward	22030	300,000.00	46,426.80		346,426.80
E	151	4102A	56200Z	Project Buildings	22030	895,500.00	46,426.80		941,926.80
R	005		3999100Z	Project Fd Bal Forward	22032	37,781.54		1,124.00	36,657.54
E	005	2111	55403Z	Project Educ & Training	22032	87,781.54		1,124.00	86,657.54
R	151		3999100Z	Project Fd Bal Forward	22035	0.00	110,497.93		110,497.93
E	151	6101A	58100Z	Aid to Government Ag Proj	22035	0.00	110,497.93		110,497.93
R	152		3999100Z	Project Fd Bal Forward	22039	0.00	13,974.00		13,974.00
E	152	5305	53400Z	Project Contractual Svc	22039	0.00	13,974.00		13,974.00
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	22040	0.00	1,896.00		1,896.00
E	005	5105	55200Z	Project Operating Supp	22040	0.00	1,896.00		1,896.00
R	005		3999100Z	Project Fd Bal Forward	22044	0.00	297,188.57		297,188.57
E	005	1031	54600Z	Project Repair & Maint	22044	0.00	297,188.57		297,188.57
R	151		3999100Z	Project Fd Bal Forward	22051	18,000.00		18,000.00	-
E	151	4102A	56200Z	Project Buildings	22051	139,175.00		18,000.00	121,175.00
R	151		3999100Z	Project Fd Bal Forward	22053	200,000.00	31,300.00		231,300.00
E	151	2672A	56200Z	Project Buildings	22053	217,000.00	31,300.00		248,300.00
R	005		3342170Z	EMS Trust Grant	22056	0.00	50,000.00		50,000.00
E	005	5105	55200Z	Project Operating Supp	22056	0.00	10,000.00		10,000.00
E	005	5105	55403Z	Project Educ & Training	22056	0.00	40,000.00		40,000.00
R	151		3999100Z	Project Fd Bal Forward	22059	275,000.00		275,000.00	-
E	151	4102A	56301Z	Proj Capital Infrastructure	22059	279,691.50		275,000.00	4,691.50
R	151		3344950Z	Project DOT Grant	22060	1,496,161.00		2,302.81	1,493,858.19
E	151	4102A	56301Z	Proj Capital Infrastructure	22060	1,496,161.00		2,302.81	1,493,858.19
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project DOT Grant	22061	390,438.00		132,870.98	257,567.02
E	151	4102A	56301Z	Proj Capital Infrastructure	22061	515,198.98		132,870.98	382,328.00
R	151		3344950Z	Project DOT Grant	22062	1,182,628.00		9,563.69	1,173,064.31
E	151	4102A	56301Z	Proj Capital Infrastructure	22062	1,182,628.00		9,563.69	1,173,064.31
R	151		3344950Z	Project DOT Grant	22066	0.00	21,699.72		21,699.72
E	151	4102A	56301Z	Proj Capital Infrastructure	22066	0.00	21,699.72		21,699.72
R	005		3999100Z	Project Fd Bal Forward	22073	0.00	25,000.00		25,000.00
E	005	2810	53100Z	Project Professional Svc	22073	0.00	10,000.00		10,000.00
E	005	2810	54800Z	Project Promotional Act	22073	0.00	10,000.00		10,000.00
E	005	2810	55403Z	Project Educ & Training	22073	0.00	5,000.00		5,000.00
R	151		3999100Z	Project Fd Bal Forward	22074	62,902.99		62,430.15	472.84
E	151	4102A	56301Z	Proj Capital Infrastructure	22074	62,902.99		62,430.15	472.84
R	151		3999100Z	Project Fd Bal Forward	22075	49,751.53		49,349.82	401.71
E	151	4102A	56301Z	Proj Capital Infrastructure	22075	49,751.53		49,349.82	401.71
R	005		3999100Z	Project Fd Bal Forward	22077	0.00	10,000.00		10,000.00
E	005	2109	54800Z	Project Promotional Act	22077	0.00	10,000.00		10,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	22081	0.00	50,000.00		50,000.00
E	005	2101	53100Z	Project Professional Svc	22081	0.00	50,000.00		50,000.00
R	151		3999100Z	Project Fd Bal Forward	22082	75,000.00	41,977.23		116,977.23
E	151	4102A	56301Z	Proj Capital Infrastructure	22082	137,730.38	41,977.23		179,707.61
R	005		3346900Z	Other Human Services Proj	22083	90,828.51		16,801.06	74,027.45
E	005	3995	51200Z	Project Regular Salaries	22083	66,531.82		16,801.06	49,730.76
R	151		3999100Z	Project Fd Bal Forward	22085	0.00	100,000.00		100,000.00
E	151	4102A	56301Z	Proj Capital Infrastructure	22085	0.00	100,000.00		100,000.00
R	151		3999100Z	Project Fd Bal Forward	22086	200,000.00		1,274.00	198,726.00
E	151	1031A	56200Z	Project Buildings	22086	200,000.00		1,274.00	198,726.00
R	151		3344950Z	Project DOT Grant	18008	79,225.00		66,073.37	13,151.63
E	151	4102A	56301Z	Proj Capital Infrastructure	18008	81,626.50		66,073.37	15,553.13
R	151		3344950Z	Project DOT Grant	19016	37,179.00		11,079.80	26,099.20
E	151	4102A	56301Z	Proj Capital Infrastructure	19016	40,815.53		11,079.80	29,735.73
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100	Fund Balance Brought Forward		3,843,226.76	50,000.00		3,893,226.76
R	151		3999100Z	Project Fd Bal Forward	20012	0.00	150,000.00		150,000.00
E	151	2672A	56200Z	Project Buildings	20012	0.00	200,000.00		200,000.00
R	005		3999100Z	Project Fd Bal Forward	20079	0.00	101,439.77		101,439.77
E	005	6212	54600Z	Project Repair & Maint	20079	0.00	2,000.00		2,000.00
E	005	6212	54700Z	Project Printing & Binding	20079	0.00	1,360.00		1,360.00
E	005	6212	55200Z	Project Operating Supp	20079	0.00	9,343.83		9,343.83
E	005	6212	56400Z	Project Equipment	20079	60,300.00	78,735.94		139,035.94
E	005	6212	56600Z	Project Library Books	20079	139.62	10,000.00		10,139.62
R	005		3999100Z	Project Fd Bal Forward	21062	125,293.00		125,293.00	-
R	005		3344930Z	SWFMD-Water Control	21062	0.00	125,292.50		125,292.50
E	005	6303	56300Z	Project Improvements	21062	164,004.50		0.50	164,004.00
R	122		3342160Z	E911 Grant	21076	0.00	6,850.18		6,850.18
E	122	3998	56400Z	Project Equipment	21076	0.00	6,850.18		6,850.18
R	151		3999100Z	Project Fd Bal Forward	22046	0.00	75,000.00		75,000.00
E	151	5105A	56400Z	Project Equipment	22046	0.00	75,000.00		75,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	22047	0.00	280,000.00		280,000.00
E	005	5105A	56400Z	Project Equipment	22047	0.00	280,000.00		280,000.00
R	151		3999100Z	Project Fd Bal Forward	22048	0.00	18,508.00		18,508.00
E	151	6102A	56400Z	Project Equipment	22048	191,492.00		91,492.00	100,000.00
E	151	6102A	56400Z	Project Equipment		0.00	110,000.00		110,000.00
R	005		3342500Z	Project Emerg Mgt Prepare	22070	0.00	75,466.85		75,466.85
E	005	3991	51001Z	Project Personal Services	22070	0.00	75,466.85		75,466.85
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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
122	E911 Program
129	Conservation Trust
143	FL Boating Improvement
151	Infrastructure Surtax
152	Tourist Development Trust Fund
155	Hospital District
163	Home Initiatives Partnership
180	Building Division 180
181	Fire Assessment
350	HCISSR LTD Capital Fund
355	HCFPIRN LTD Capital Fund
401	Solid Waste

COST CENTER(S)	COST CENTER TITLE(S)
1031	Courthouse Facilities
1155	Hospital District
2101	Board of County Commissioners
2109	Public Information
2111	Central Services
2672	Facilities Management
2685	HCFPIRN LTD Capital EXPS
2700	Planning & Zoning
2810	Office of Economic Development
3400	Development Services
3991	Local Emergency Management Agency
3995	Children's Advocacy Center
3996	Emergency/Disaster Relief
3998	E911 Program - Land
4102	Road and Bridge Services
4210	Refuse Disposal System 401

COST CENTER(S)	COST CENTER TITLE(S)
5105	Ambulance Service 005
5221	Public Assistance Program
5305	Tourist Development - Local Events
5306	Tourist Development - Lakes
5345	Home Investment Partnership
6103	FL Boating Improvement
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid
6212	Libraries - Countywide
6213	Historic Dist Site Survey
6302	County Extension
6303	Natural Resources
6307	Conservation Trust
1031A	
2111A	Central Services 151
2672A	Facilities Management 151
3322A	County Jail - 151
3440A	Building Department - 180
3991A	Emergency Operations Center - 151
4102A	Transportation Projects
5105A	Ambulance Service 151
5106A	Animal Control - 151
6101A	Recreation Department 151
6102A	Parks Department 151
2680F	HCISSR LTD Capital 2021

FND	CST CTR	PROJ #	PROJECT TITLE
005	6302	00059	4-H Horse Arena Facility
129	6307	02084	Maintenance of the Preserve of Sun 'n Lakes
151	4102A	04074	Old SR 8 / Toni Dr Mining Permit
005	6209	07040	AP Library Donations
005	6210	08048	Sebring Public Library Donations

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

FND	CST CTR	PROJ #	PROJECT TITLE
005	6211	08049	LP Mem Library Donations
005	5221	08067	Coast2Coast RX Card
163	5345	10036	Home Investment Partnership Program
151	2111A	14033	Technology Infrastructure Improvements
401	4210	15030	Automated Fueling Station
005	3995	15064	CAC Donations
151	5106A	16044	Animal Control Building
151	3322A	16056	HCSO Detention Reconfiguration
005	3995	17020	FNCAC - CAC23
151	2672A	17035	Sebring Tax Collector Office Remodel
151	2672A	17041	CAC Facility Improvements
005	6303	17044	Bearproof Garbage Carts
151	2672A	17058	ADA Transition Plan (Interior Bldgs)
151	4102A	18008	W. Stryker Rd Roadway Improvements
151	2672A	18025	AP Tax Collector's Office Remodeling
151	4102A	18047	Daffodil Extension
355	2685	18051	Fire Rescue Station 36
151	4102A	19016	Sun-N-Lakes Blvd Sidewalk
005	3996	19040	EOC Bldg Remodel (ARPA Fnds)
005	6303	19041	Sebring WMP
152	5306	19044	Fishing Tournament Facility Imp
151	2672A	20012	SAO Facility Improvements
155	1155	20036	Hospital District Board 20-21
110	4102	20050	Unit 3 Restrooms & Roof Replc
151	4102A	20065	R&B Security Workstation Fnds
005	6213	20067	Centennial Mural(s)
005	3991	20071	Hurricane Shelter/Civic Ctr
005	3996	20072	County Broadband (ARPA)
005	3991	20075	Septic to Sewer EOC
005	3996	20076	Emergency Storage Facility (ARPA)
005	3996	20077	R&B Bldg Expansion (ARPA)

FND	CST CTR	PROJ #	PROJECT TITLE
005	6212	20079	HC Libraries Outreach
005	3400	20081	Development Svcs Software
005	2672	20082	Annex Remodel - 1st Floor
005	3996	20084	Admin Proj Mgmt (ARPA)
151	3322A	21029	Jail Kitchen Hood
151	2672A	21032	County Facility Improvements
151	2672A	21033	County Facility Roof Replacements
151	2672A	21034	Generator Replacement
151	2111A	21035	Capital Outlay <\$25K
151	2672A	21036	HVAC Unit Replacements
151	3991A	21037	EM AC/Generator Replacements
151	2672A	21038	Property Acquisition
151	4102A	21039	ROW Land Acquisition
005	2109	21042	Emergency Preparedness Outreach
151	5105A	21043	New Fleet Ambulance
151	4102A	21044	Land Purchase ROW Sebring Parkway PH IV
151	2111A	21047	CCC - Technology Infrastructure Improvements
151	2111A	21048	CCC - Two Vehicles
151	2111A	21049	Clerk Office Remodel PH 5
143	6103	21051	Boat Dock Improvements FY21-22
005	3995	21052	SCALP 21/22
151	2672A	21053	Sebring Health Dept/Healthy Families Roof Rplc
180	3440A	21054	Bldg Dept Bldg Expansion
005	5105	21058	EMS Matching Grant 21-22
005	6303	21062	Lake June in Winter Catfish Creek BMP's
401	4210	21063	Recycling Drop Off Sites (3)
350	2680F	21064	Co Jail Facility/Expansion
151	2672A	21074	Govt Ctr Generator Rplcmnt
122	3998	21076	Motorola 911
401	4210	21078	Landfill Cell No 5
155	1155	21080	Hospital Dist Board 21-22

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BOARD OF COUNTY COMMISSIONERS

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-042

FND	CST CTR	PROJ #	PROJECT TITLE
005	2111	21084	SNL Auto Flushin Stations
005	2111	21086	SNL Bypass Pump
005	2111	21088	SNL Unit 16 Analyzer
005	2111	21089	SNL Unit 23 Modifications
005	2111	21090	SNL Water Pressure Valve
005	2111	21092	SNL Water Tank Mixer
005	3995	21096	NCA Prog Imp 2022
005	3995	21102	CATF 22/23
005	3995	21103	FNCAC-22/23
151	2672A	21104	Spring Lake Airport Station 20
181	3217	21104	Spring Lake Airport Station 20
005	2810	21107	Duke Energy FL Econ. Dev. Marketing Assist.
005	2700	21110	Concurrency/LRTP Updates
005	3995	21111	SCALP 22/23
151	4102A	21112	New Sebring Fuel Station
005	3322	21113	Jail Generator
151	4102A	22003	TOSIP 22-23
151	4102A	22006	R&B Equipment FY22-23
401	4210	22007	Smal Co SW Grant 22-23
151	2672A	22008	Courthouse Generator
151	4102A	22009	ROW Land Acquisition Hammock Road
151	4102A	22010	ADA Hammock Rd Multi-Use Path
151	6102A	22012	Mermorial Trailhead Ph II
151	4102A	22030	R&B Main Bldg Expansion
005	2111	22032	LATCF-Emp Dev Funds
151	6101A	22035	Charlie Brown Pk Tennis/Pickleball Courts
152	5305	22039	2022 Spartan Race
005	5105	22040	EMS Trust Grant 22-23
005	1031	22044	Courthouse Façade Repairs
151	5105A	22046	St4 Gear Storage Unit
151	5105A	22047	EMS Fleet Replacement

[illegible]

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RESOLUTION NO. 23-24-55

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-042 TO THE GENERAL, TRANSPORTATION TRUST, E911 PROGRAM, CONSERVATION TRUST, FL BOATING IMPROVEMENT, INFRASTRUCTURE SURTAX, TOURIST DEVELOPMENT TRUST, HOSPITAL DISTRICT, HOME INITIATIVES PARTNERSHIP, BUILDING DIVISION, FIRE ASSESSMENTS, HCISSR LTD CAPITAL, HCFPIRN LTD CAPITAL, AND SOLID WASTE FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General, Transportation Trust, E911 Program, Conservation Trust, FL Boating Improvement, Infrastructure Surtax, Tourist Development Trust, Hospital District, Home Initiatives Partnership, Building Division, Fire Assessments, HCISSR LTD Capital, HCFPIRN LTD Capital, and Solid Waste Funds.

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 23-24-042 is hereby approved and authorized to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24 to maintain the authorized balances; to roll projects that were not rolled for a net increase in the amount of \$38,653,468.14.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

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

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

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

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

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

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

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: James K. Duppenthaler, Interim Fire Chief

SUBJECT/TITLE: Request approval of Resolution 23-24-54 for Budget Amendment 23-24-040 to close Project 22046 and transfer funds to Project 22047 as well as transfer funds from Project 23045 to Project 22047 to provide for the purchase of two (2) ambulances.

STATEMENT OF ISSUE

Public Safety staff, in communication with the ambulance vendor to see if there was an option to the current 3-year wait for a custom ordered ambulance, were provided the option to purchase "demo" ambulances that are available in the coming months at a reduced cost of approximately \$390,000 each. By closing a project and transferring those funds (\$75,000) to the FY23 adopted ambulance purchase project (\$280,000) and then transferring funding from the FY24 adopted ambulance purchase allocation (\$47,500) to the FY23 adopted ambulance project, adequate funding will now be available for the purchase of two (2) demo ambulances in the coming months.

RECOMMENDED ACTION

Move to approve Resolution 23-24-54 for Budget Amendment 23-24-040 to close Project 22046 and transfer funds to Project 22047 as well as transfer funds from Project 23045 to Project 22047 to provide for the purchase of two (2) ambulances.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is closing and transferring \$75,000 from Project 22046 (ST9 Gear Storage Unit) to Project 22047 (EMS Fleet Replacement FY23). In addition, \$450,000 is being transferred from cost center 5105A (Emergency Medical Svc 151) and being split between Project 22047 and Project 23045 (EMS Fleet Replacement FY24) in the amounts of \$47,500 and \$402,500, respectively.

Attachments: [23-24-040 Projs 22047_23045 EMS Ambulances \(BA\).pdf](#)
[23-24-040R Projs 22047_23045 EMS Ambulances \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 1/4/2024

SUBMITTED BY: OMB

FUND(S): 151 FUND TITLE(S): Infrastructure Surtax COST CENTER(S) #: 5105A
ST9 Gear Storage Unit, EMS Fleet
Replacement FY23, EMS Fleet
PROJECT(S) #: 22046, 22047, 23045 PROJECT TITLE(S): Replacement FY24 COST CENTER TITLE(S): Emergency Medical Svc 151
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	5105A	56400Z	Project Equipment		450,000.00		450,000.00	0.00
R	151		3999100Z	Project Fund Balance Forward	22046	75,000.00		75,000.00	0.00
E	151	5105A	56400Z	Project Equipment	22046	75,000.00		75,000.00	0.00
R	151		3999100Z	Project Fund Balance Forward	22047	280,000.00	75,000.00		355,000.00
E	151	5105A	56400Z	Project Equipment	22047	280,000.00	122,500.00		402,500.00
E	151	5105A	56400Z	Project Equipment	23045	0.00	402,500.00		402,500.00
									0.00

REASON: To close Project 22046 and transfer funds to Project 22047 as well as transfer funds from Project 23045 to Project 22047 to provide for the purchase of 2 ambulances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-040

TRANSFER TYPE:

Approval
Denial

ACTION:

Board
County Administrator

Approved
Approved

Denied
Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

RESOLUTION NO. 23-24-54

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 23-24-040 TO
THE INFRASTRUCTURE SURTAX FUND; PROVIDING
FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING
FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING
FOR THE IMPLEMENTATION OF ADMINISTRATIVE
ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING
FOR SCRIVENER'S ERRORS; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 23-24-040 is hereby approved and authorized to transfer funds from Project 22046 to Project 22047 in the amount of \$75,000 for FY23/24 to provide adequate funding to purchase an ambulance.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of January 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Dustin Fitch, Interim Deputy Chief
J. Kelly Duppenhaler, Interim Fire Chief

SUBJECT/TITLE: Consider Statement of Legislative Intent for amendments, addendum of Class 5 COPCN and Medical Director Authority, and general cleanup of Highlands County Code of Ordinances Chapter 5 Article IV Medical Transportation Services.

STATEMENT OF ISSUE

Staff has been actively reviewing the COPCN processes associated with Chapter 5 Article IV in the Highlands County Code of Ordinances. Upon review there have been numerous outdated references that need to be amended and updated to reflect current standards.

There also needs to be an additional class added to the COPCN process for ALS non-transport services to become current and up to date with surrounding county COPCN standards which would allow for municipalities within the county to provide medical services currently not within their scope of allowance. Also, an addendum to give proper authority to the medical director on his authority of oversight as it pertains to employees currently working within the scope of his medical license.

The purpose of this Statement of Legislative Intent is to receive approval to begin formatting the needed changes to the Ordinance from the Board.

RECOMMENDED ACTION

Approve the process of formatting the needed changes to Highlands County Code of Ordinance Chapter 5 Article IV Medical Transportation Services.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of January 6, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 18, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from to January 4, 2024, to January 17, 2024

Attachments: