

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, February 15, 2022
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 Children’s Services Council will hold a general body meeting on Wednesday, February 16, 2022 at 8:00 a.m. in the Board room, 600 S. Commerce Ave., Sebring

The Children’s Advocacy Center Advisory Board will hold a general body meeting at 2:00 p.m. on Tuesday, February 22, 2022, in the Engineering Training room, 505 S. Commerce Ave., Sebring

The Healthy Families Highlands Advisory Board Subcommittee of Children’s Services Council will hold an Advisory Board meeting at 9:00 a.m. on Tuesday, February 22, 2022 at 7205 S. George Boulevard, Sebring

The Board of County Commissioners of the Highlands County Hospital District will hold a regular meeting at 1:15 p.m., on Thursday, February 24, 2022 in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *County Administrator Randy Vosburg, Presentation of Years of Service Awards.*
Jonathan Harrison, Road & Bridge Director
Ric Fleeger, Parks & Facilities Superintendent
Ingra Gardner, Community Services Director
Laney Stearns, Public Safety Director
Clinton Howerton, County Engineer
No fiscal impact
[Service Award Bios presenting Feb 15 2022.docx](#)

6.B *Presentation of Employee of the Quarter for the 3rd Quarter of 2021*
Randy Vosburg, County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government

Center.

[C. Cirino nomination.docx](#)

- 6.C *Presentation by Sheriff Paul A. Blackman on ATV's in Highlands County*
- 6.D *Presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2022 (As of December 31, 2021)*
Clerk of Court's Senior Accountant Jackie Gabrus
No fiscal impact
[Q1 2022 Board Financial Presentation - Clerk's Accounting.pdf](#)
- 6.E *Presentation on the status of the American Rescue Plan Act (ARPA) projects.*
Liz Barber, Legislative Affairs & Grants Coordinator
Lance Marine, ARPA Project Manager
No fiscal impact at this time.
[Board update 02.15.2022_Lance.pdf](#)
[ARPA PROJECTS_BOCC UPDATE_2_15_22.pdf](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval of the minutes from the January 18, 2022 regular meeting of the Board.*
[011822REG.pdf](#)
- 8.B *Request to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 2021.*
Clerk's Accounting Department
No fiscal impact.
[FY 2022 Combined Monthly Report Board Meeting Request Dec 2021.doc](#)
[FY 2022 Court-Related and Other Misc Funds Memo Dec 2021.pdf](#)
- 8.C *Request approval of a NewEvent Tourist Development Grant in the amount of \$12,500.00 for the Sebring Soda Festival per the recommendation of the Tourism Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be up to \$12,500.00 from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services) which is currently included in the FY21-22 Adopted Budget.
[Soda Fest TDC Grant.CB.SGS.pdf](#)
[10.28.2021 Draft TDC Minutes.pdf](#)
[Soda Festival Grant.pdf](#)
- 8.D *Request approval of the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.*
Jonathan Harrison, Road & Bridge Director
No Fiscal Impact.
[Shell Pit Mobile Home Agreement-Glen Lieder 1-27-22.pdf](#)

- 8.E *Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup April 30, 2022.*
 FEBRUARY 15, 2022
 Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Canal Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.
[Placid Lakes Canal Cleanup Brd. Mtg. 2-15-22.pdf](#)
[Email - Karen Lepera requesting Canal clean up 1-18-22.pdf](#)
- 8.F *Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup April 9, 2022.*
 Clinton Howerton, Jr., P.E., County Engineer
 Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.
[Placid Lakes HOA Community Cleanup History Brd. Mtg. 2-15-22.pdf](#)
[Email - Karen Lepera requesting Community clean up 1-18-22.pdf](#)
- 8.G *Request approval to change title and pay grade of the position Parks & Facilities Superintendent to Parks & Facilities Director, change pay grade from 117 to pay grade 121.*
 Sherri L. Bennett, Human Resources Director
 No Fiscal Impact
[Parks & Facilities Director \(1101\) 2-03-2022.pdf](#)
- 8.H *Request approval of the contract between Highlands County and VisionFirst Advisors for Facilitated Process Improvement Strategy project.*
 Meghan DiGiacomo - Executive Manager of Business & Economic Development - Highlands County Economic Development
 No fiscal impact. The \$55,000 for the agreement is encumbered in Project 20069 from the prior fiscal year.
[Facilitated Process Improvement Agreement.pdf](#)
- 8.I *Request consideration of Professional Services Agreement between Highlands County and CMHM Architects , Inc. to perform architectural and other engineering services for remodel and expansion of the Emergency Operations Center; Project No. 19040.*
 Sarah Albritton, Capital Project Manager
 The fiscal impact will be \$208,190.00 to Project 19040, however, the funding for this project has already been approved and budgeted.
[20-024 CSA 19040 EOC Remodel FINAL.CEB.pdf](#)
- 8.J *Consideration of Interlocal Agreement between Highlands County and the Town of Lake Placid Related to Recycling*
 Clinton Howerton, Jr., P.E., County Engineer
 There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget at this time since budget amendment 21-22-041 was brought to the Board during the 1/18/22 meeting transferring \$75,000.00 from the Solid Waste Reserve for Contingency account to cover the expenditures for all three (3) locations.

- 8.K *Request approval to accept a \$15,000.00 grant from Duke Energy for the purpose of preparedness campaign*
N/A
\$15,000.00 added to the general fund.
- 8.L *Request approval for the “Thank You Senate” campaign letter to show appreciation to our State Senator for his value placed on Florida tourism and the tourism promotion efforts that drive the success of our state’s tourism industry.*
Casey Hartt, Lead Marketing Consultant, Visit Sebring
Liz Barber, Legislative Affairs & Grants Coordinator
No fiscal impact.
[TDC thank you senate campaign letter.pdf](#)
- 8.M *Request acceptance of Residential Substance Abuse Treatment (RSAT) Program grant award and request adoption of Resolution 21-22-70 for approval of Budget Amendment 21-22-047.*
Paul Blackman, Sheriff
There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budget funds. A match of funds by the Board in the amount of \$27,500 was approved in the FY21-22 adopted budget.
[21-22-047 Project 21065 RSAT 21-22 \(BA\).pdf](#)
[21-22-047R Project 21065 RSAT 21-22 \(Resolution\).pdf](#)
[21-22-047 2022-RSAT Application HIGH-1-6R-002.pdf](#)
[21-22-047 2022-RSAT-HIGH-1-6R-002 SIGNATURE PAGES.pdf](#)
- 8.N *Request to rename Cornell Avenue to New York Avenue.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be \$200, the cost of new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[New York ADA.pdf](#)
- 8.O *Request to rename Lake Pioneer Boat Ramp Rd to Mosquito Rd.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be \$100, the cost of a new street sign. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[Mosquito Rd ADA.pdf](#)
- 8.P *Request adoption of resolution 21-22-71 for Budget Amendment 21-22-048 to make adjustments to the rollover balances into FY 21/22 and to close out Project 17366.*
Lucy Castillo, Housing Programs Coordinator
The fiscal impact to Fund 166 (SHIP) and the overall budget is a net decrease in the amount of \$134,043.92.
[21-22-048 SHIP Project Rollover Adjustments and Transfer \(BA\).pdf](#)
[21-22-048R SHIP Project Rollover Adj and Transfer \(Resolution\).pdf](#)

- 8.Q *Request approval of Budget Amendment 21-22-049 to realign funds within Project 20056 for the American Rescue Plan Act (ARPA) federal grant funds.*
Liz Barber, Legislative Affairs & Grants Coordinator
There is no fiscal impact, since the funds are being reappropriated within the same project number in accordance with the current need.
[21-22-049 Project 20056 ARPA \(BA\).pdf](#)
- 8.R *Request approval of Budget Amendment 21-22-051 realigning budgeted funds within the Sheriff cost center for the purchase and/or replacement of capital equipment for the Sheriff's Office.*
Paul Blackman, Sheriff
There is no additional fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning \$106,606.80 in cost center 3101 (Sheriff) from account 51001 (Personal Services-Elected Official) to account 56001 (Capital Outlay-Elected Official).
[21-22-051 Sheriff Realigning BA \(BA\).pdf](#)
- 8.S *Request adoption of resolution 21-22-073 for Budget Amendment 21-22-050 authorizing to appropriate funding in the amount of \$5,000.00 for Project 21066 Carver Park Playground Shade as Highway Park's contribution from a grant they procured, with the County paying the remainder of up to \$11,000.00.*
Richard Fleeger, Parks & Facilities Superintendent
The fiscal impact is an increase of \$5,000.00 to the Infrastructure Surtax Fund 151.
[21-22-050 Project 21066 Carver Park Playground Shade \(BA\).pdf](#)
[21-22-050R Project 21066 Carver Park Playground Shade \(Resolution\).pdf](#)

9 PUBLIC HEARING

- 9.A *Request to adopt resolution 21-22-75 to close a platted unnamed 20-foot alley at 101 Atherton Ave NW*
J. D. Langford, P.E., Assistant County Engineer
There is no fiscal impact.
[101 Atherton Ave NW VOR Packet_2-8-22.pdf](#)
- 9.B *Request adoption of resolution 21-22-76 for closing a platted unnamed 20-foot Alley at 100 Commerce St NW.*
J. D. Langford, P.E., Assistant County Engineer
There is no fiscal impact.
[100 Commerce St NW VOR Packet_2-8-22.pdf](#)
- 9.C *Public hearing to consider adoption of P&Z Hearing No. 2098, changing the Official Zoning Atlas for approximately 92.46 acres, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD).*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
[Staff Report P&Z 2098 for BCC CRF - Sebring MHP.pdf](#)
[Application P&Z 2098 CRF - Sebring MHP.pdf](#)
[Resolution PZ 2098 - CRF Sebring MHP.pdf](#)
- 9.D *Request adoption of Ordinance 21-22-13. An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to an Amendment to the*

Highlands County Code of Ordinances, Chapter 3, Alcoholic Beverages; Providing for Legislative Findings and Intent; Providing for Amendment to Chapter 3, Alcoholic Beverages, Section 3-5, Possession of Open Containers on County Property, (d) Exceptions; 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.

Sherry G. Sutphen, County Attorney

There is no fiscal impact

[Ordinance revising section 3.5-Alcohol Venus Clubhouse.SGS \(002\).pdf](#)

[Ord 21-22-13.pdf](#)

- 9.E *Request adoption of Resolution 21-22-74. A Resolution of Highlands County, Florida Amending Highlands County Resolution 20-21-173 Pertaining to the Building Rental Fee Schedule; Providing for Legislative Findings and Intent; Providing for Amendment to Resolution 20-21-173, Building Rental Fee Schedule; 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.*

Tanya Cannady, Business Services Director

Fiscal impact is unknown at this time.

[Venus Center_Fee Schedule Res.CB_SGS.pdf](#)

10 ACTION AGENDA

11 COUNTY ADMINISTRATOR AND LEGAL

- 11.A *County Attorney Status Report*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[COUNTY ATTORNEY LOG.pdf](#)

- 11.B *Request for confirmation of the employment of Lance Marine as the Highlands County Parks and Facilities Director with approval for position overlap pursuant to Section 403:6 (1) of the Personnel Rules and Regulations.*

Randy Vosburg, County Administrator

The accepted salary is within the current and proposed budget.

[Lance Marine_Resume.pdf](#)

- 11.C *Commissioner's Priorities and the Project Status Report*

Randy Vosburg, County Administrator

No Fiscal Impact.

[Status - Commissioner's Priorities \(FINAL\) 02.15.2022.pdf](#)

[Status - Project Updates \(FINAL\) 02.15.2022.pdf](#)

12 COMMISSIONERS

13 INFORMATIONAL

- 13.A *Board payables from February 1, 2022 to February 14, 2022*

14 ADJOURN

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay 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: Feb 15, 2022

PRESENTER: Jonathan Harrison, Road & Bridge Director
Ric Fleeger, Parks & Facilities Superintendent
Ingra Gardner, Community Services Director
Laney Stearns, Public Safety Director
Clinton Howerton, County Engineer

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

STATEMENT OF ISSUE

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

Finish Equipment Operator-Grader Lawrence G. Goulette, 15 Years of Service
Environmental Specialist Michael McMillian, 10 Years of Service
Equipment Operator II Norris Gordon, 5 Years of Service
Assistant County Engineer James Langford, 5 Years of Service
Emergency Medical Technician Cannon BoBo, 5 Years of Service
Librarian Samantha Gambil, 10 Years of Service
Housing Programs Coordinator Lucy Castillo, 15 Years of Service
Mechanic II/ Asphalt Plant Operator John Young, 15 Years of Service
Invasive Plant Management Supervisor Christopher Mayhew, 30 Years of Service
Parks & Recreation Supervisor Larry Howard, 30 Years of Service
Paramedic Todd Ellis, 5 Years of Service

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: [Service Award Bios presenting Feb 15 2022.docx](#)

Bios

October 2021

15 Years of Service

Lawrence Goulette was hired by the Board of County Commissioners in 2006 as an Equipment Operator III. In 2014, he was promoted to Finish Equipment Operator Grader.

November 2021

10 Years of Service

Michael McMillian started with the County in 2011, when he was hired as a Lakes Manager Assistant in the Natural Resources Department. In 2014, he was promoted to Environmental Specialist.

December 2021

5 Years of Service

Norris Gordon started with the Board of County Commissioners in December 2016 as an Equipment Operator I in the Road and Bridge Department. He was promoted to Equipment Operator II in 2019.

January 2022

5 Years of Service

James Langford was hired by the Board of County Commissioners in January 2017 as the Assistant County Engineer and continues in that position today.

5 Years of Service

Cannon Bobo was hired as a full time Emergency Medical Technician in January 2017 and serves the County in that role currently.

10 Years of Service

Samantha Gambill started with the County as a Library Assistant in January 2012. She was promoted to Library Assistant II in February 2015 and to Librarian in August of 2016.

15 Years of Service	Lucy Castillo was hired by the Board in January 2007 as a Housing Program Specialist. In February 2017, she became a Community Program Specialist and in June 2019, she was promoted to Housing Programs Coordinator.
15 Years of Service	John Young started with the County in January 2007 as a Mechanic II. He was promoted to Mechanic II/Asphalt Plant Operator in August 2017 and continues in that position today.
30 Years of Service	Christopher Mayhew started with the Board in January 1992 as a Laborer and quickly was promoted to Tractor Mower Operator. In September 1995, he was promoted to Aquatic Weed Control Technician. In November 2011, Chris was promoted to Invasive Plant Management Supervisor.
30 Years of Service	Larry Howard was hired by the County in January 1992 as a trainee Aquatic Weed Control Technician. In June 1994, he was promoted to Crew Leader I – Parks. In April 2001, Larry was promoted to Parks & Recreation Assistant and in July 2014 he became the Parks & Recreation Supervisor. He remains in that position today.
February 2022	
5 Years of Service	Todd Ellis began with the Board of County Commissioners in February 2017 as a Paramedic and currently continues to serve in that capacity.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 15, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Presentation of Employee of the Quarter for the 3rd Quarter of 2021

STATEMENT OF ISSUE

Human Resources received five (5) new Employee of the Quarter Nominations for the 3rd quarter of 2021. There were eight (8) Nominations from the previous quarters that were still active. Human Resources tallied the votes from paper ballots submitted, the following employee was selected as the recipient of the Employee of the Quarter Award for the 3rd Quarter.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Carlos Cirino

FISCAL IMPACT

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

Attachments: [C. Cirino nomination.docx](#)

Carlos Cirino – Finish Equipment Operator/Grader

Florida Gas Transmission had performed installation of a vault under a general utility permit on Memorial Drive that led to a depression in the roadway. The roadway was closed on multiple occasions due to attempted repairs. Mr. Cirino was on site multiple times with me to provide assistance and knowledge of roadway repairs and paving. He also kept his eye on the closure and roadway for further failure during off hours and weekends. This was all above and beyond his normal job duties. His efforts and teamwork made a stressful situation much easier and are much appreciated. Thank you Carlos!!!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER:

SUBJECT/TITLE: Presentation by Sheriff Paul A. Blackman on ATV's in Highlands County

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Clerk of Court's Senior Accountant Jackie Gabrus

SUBJECT/TITLE: Presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2022 (As of December 31, 2021)

STATEMENT OF ISSUE

Presentation of the Interim Financial Report of Key Operating Performance Measures as of December 31, 2021.

RECOMMENDED ACTION

Move to accept into the record the presentation of the Interim Financial Report of Key Operating Performance Measures as of December 31, 2021.

FISCAL IMPACT

No fiscal impact

Attachments: [Q1 2022 Board Financial Presentation - Clerk's Accounting.pdf](#)



Highlands *County* Florida Clerk*of*Courts

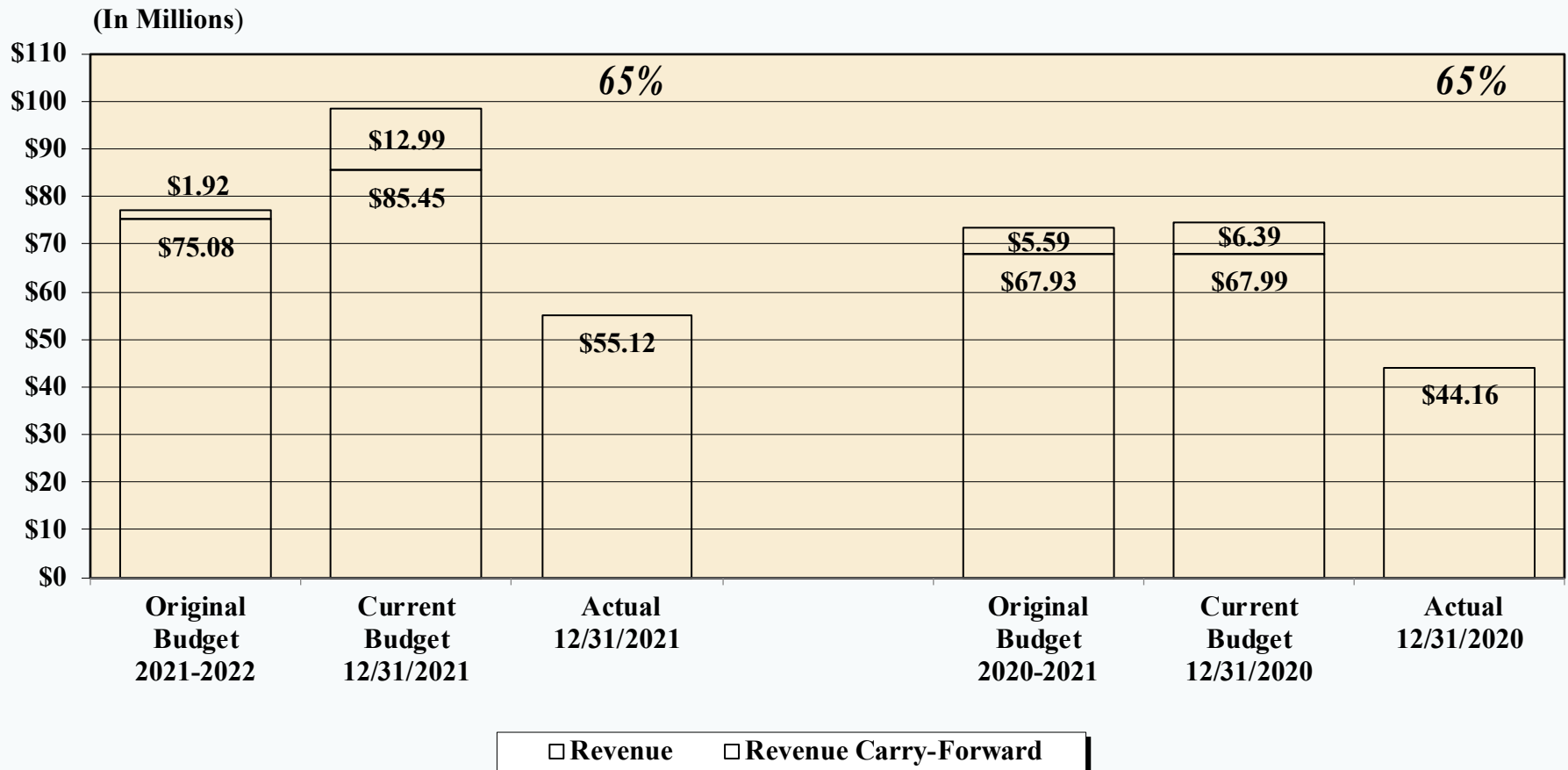
***INTERIM FINANCIAL REPORT
OF KEY OPERATING
PERFORMANCE MEASURES AS OF
December 31, 2021
(UNAUDITED)***

(UNAUDITED)



REVENUE – GENERAL FUND

BUDGET – TO – ACTUAL

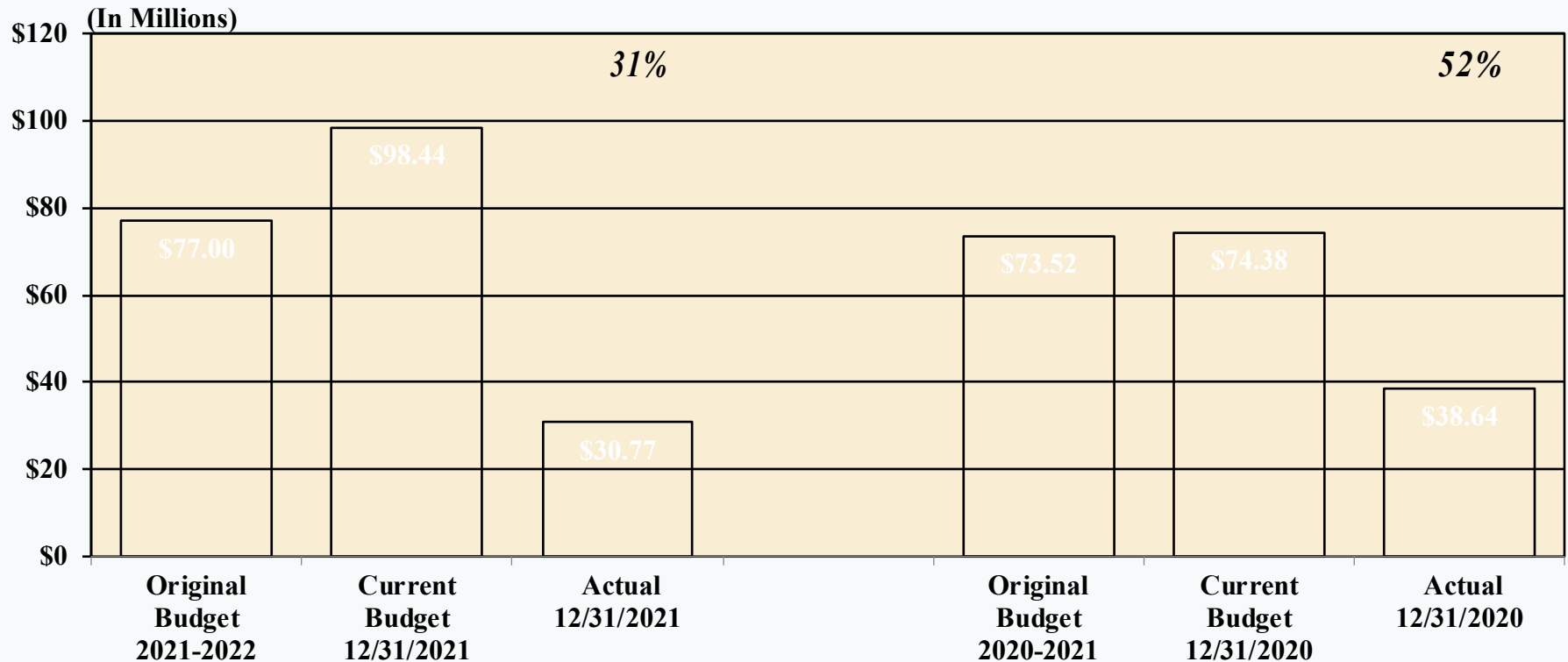


(UNAUDITED)



EXPENDITURES – GENERAL FUND

BUDGET – TO – ACTUAL & ENCUMBRANCES



Actual Less Encumbrances / Current Year: 30%

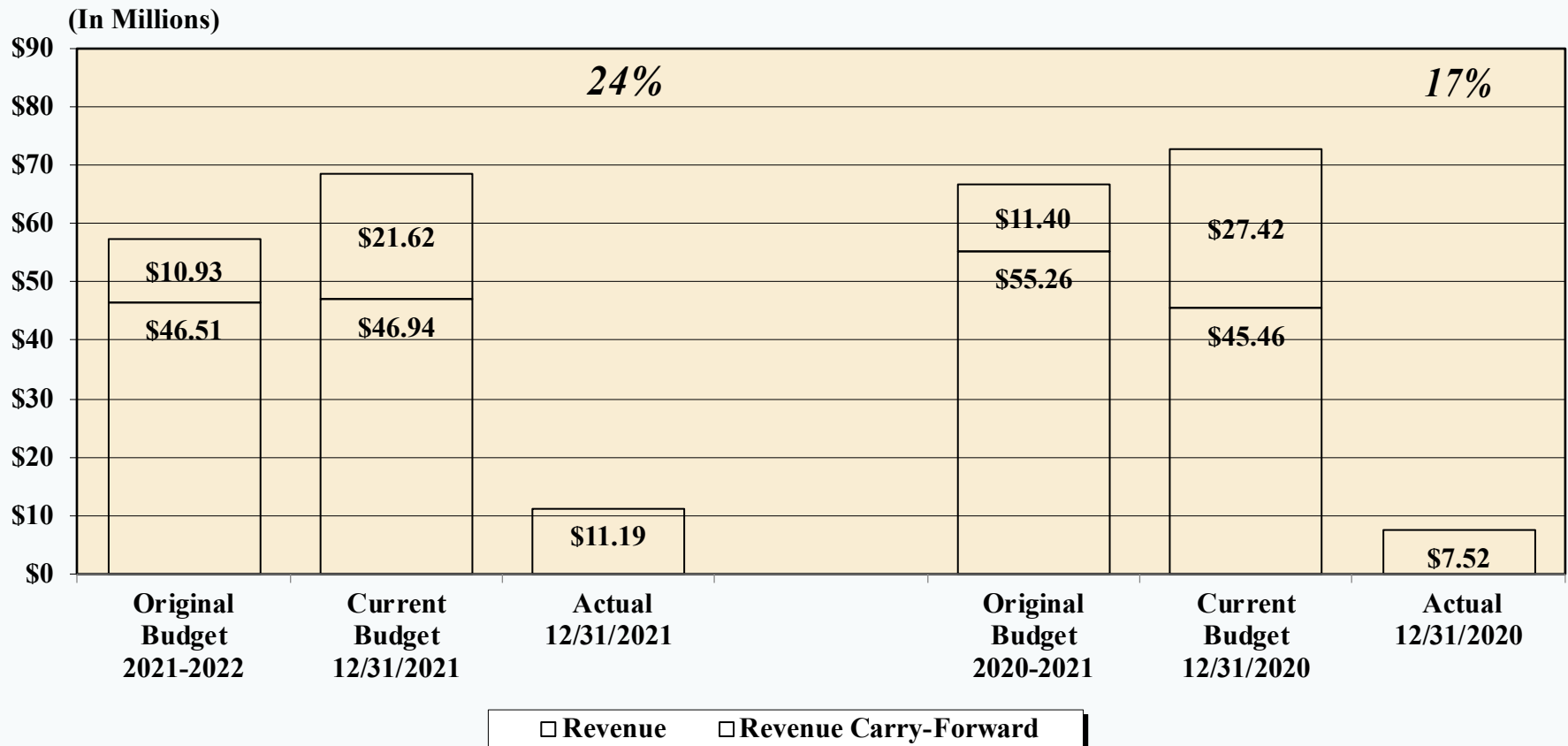
Actual Less Encumbrances / Prior Year: 46%

(UNAUDITED)



REVENUE – SPECIAL REVENUE FUNDS

BUDGET – TO – ACTUAL



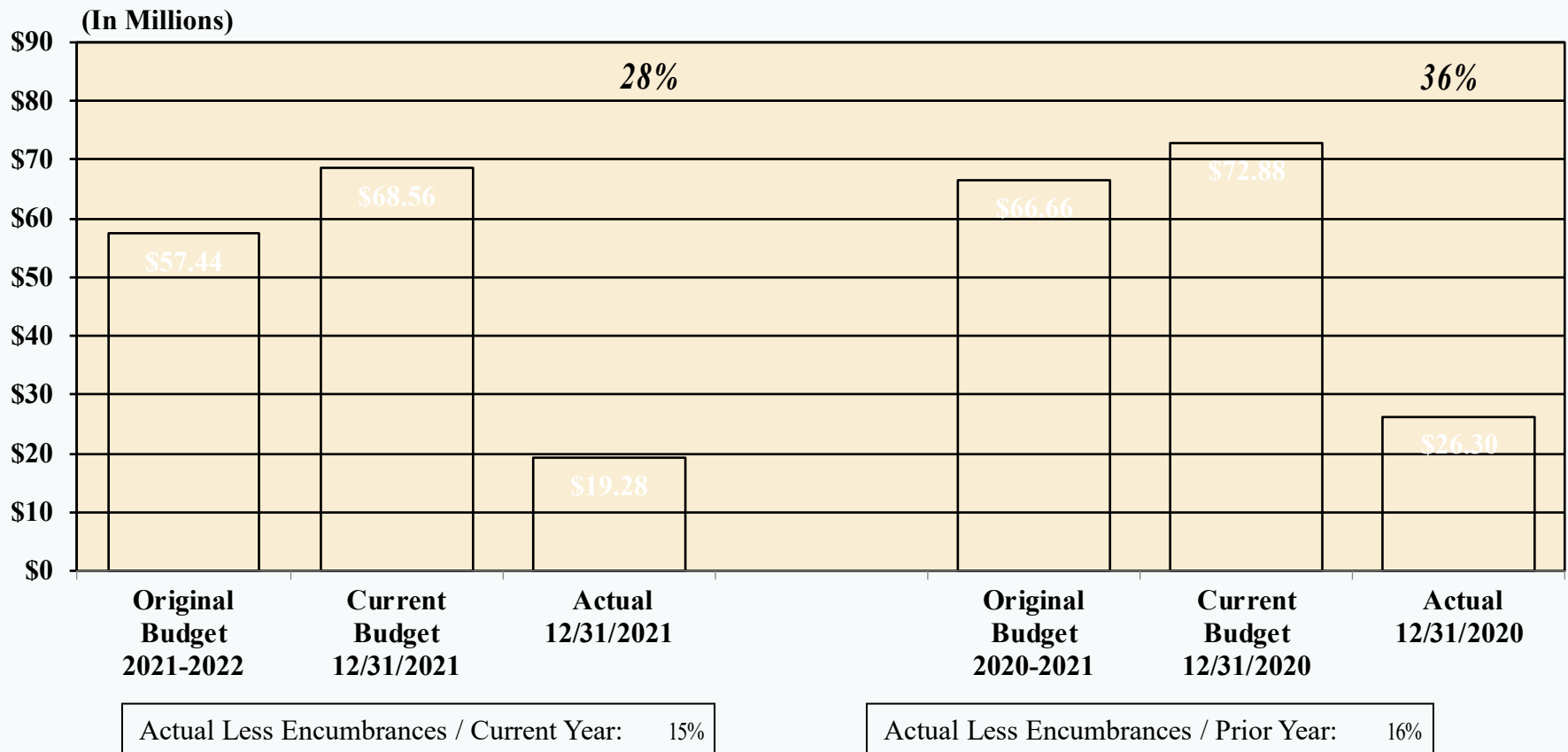
Note: State Revenue Sharing Funds lag 30 to 60 days

(UNAUDITED)



EXPENDITURES - SPECIAL REVENUE FUNDS

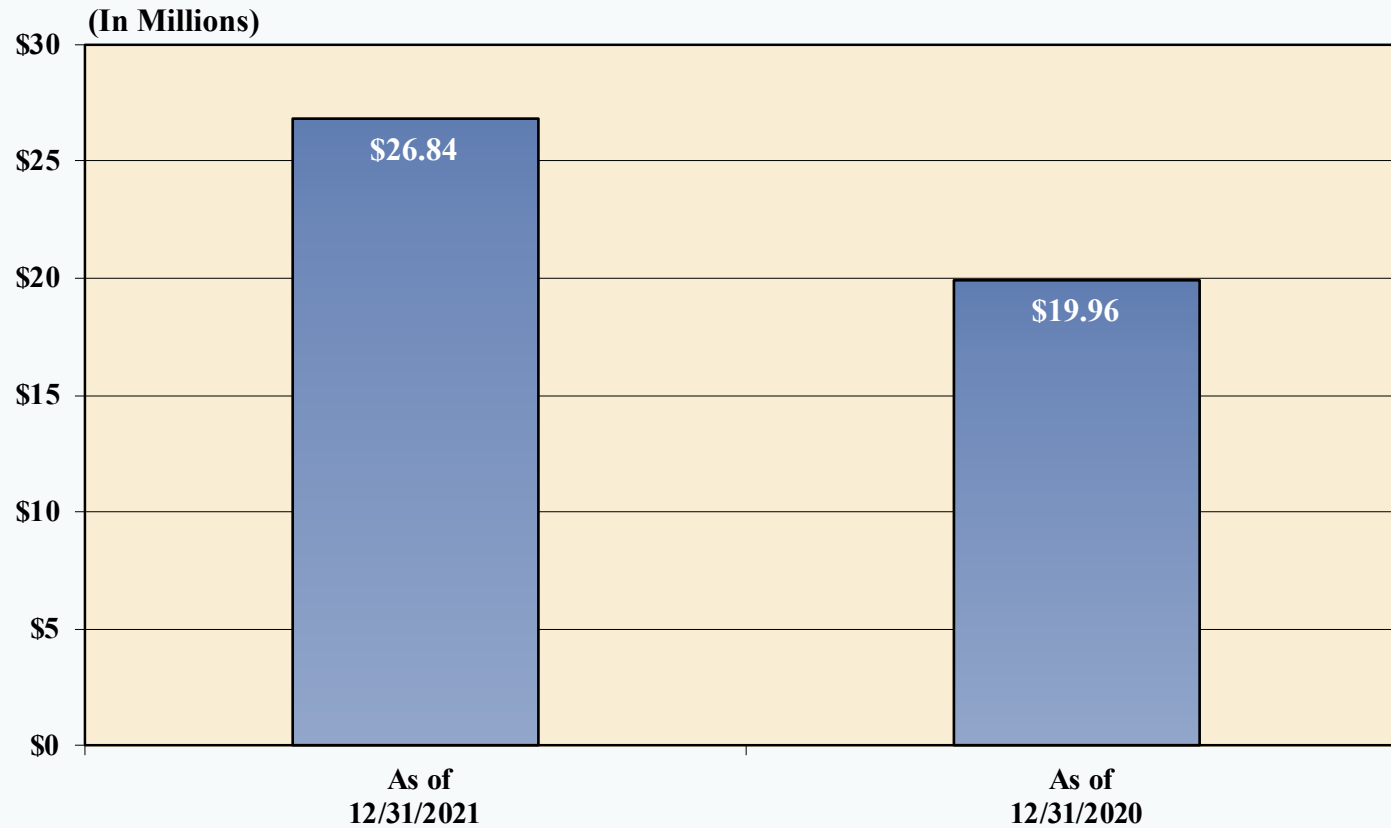
BUDGET – TO – ACTUAL & ENCUMBRANCES



(UNAUDITED)



LONG-TERM DEBT GOVERNMENTAL FUNDS



(UNAUDITED)

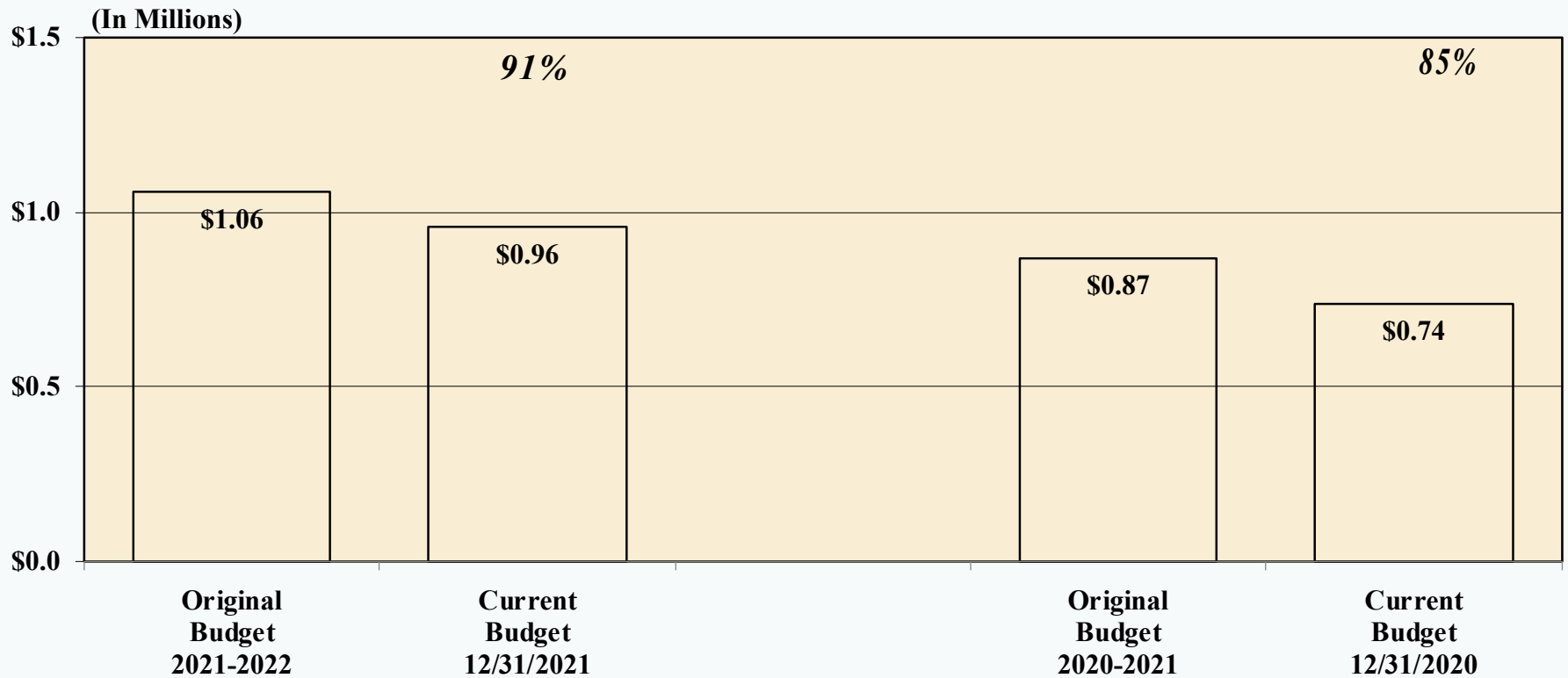


LONG-TERM DEBT GOVERNMENTAL FUNDS

	Balance	Interest Rate	Final Payment	Holder of Note	
ISS Refunding Revenue Note, 2015 (Fund 151)	Refinanced	2.01%	November 1, 2025	Regions Capital Advantage, Inc.	Original Amount \$23,600,000.00 Dated – May 7, 2015
EMS LifePak Equipment Purchase (Fund 005 and 151)	67,175.79	2.169%	June 1, 2022	Flex Financial	Original Amount \$522,609.54 Dated – November 1, 2018
Public Improvement Revenue Note, Series 2019 (Fund 151)	5,155,000.00	2.08%	August 01, 2034	SunTrust	Original Amount \$5,500,000.00 Dated – September 19, 2019
ISS Refunding Revenue Note, 2021 (Fund 151)	21,614,000.00	1.52%	November 1, 2033	Regions Capital Advantage, Inc.	Original Amount \$21,614,000.00 Dated – November 10, 2021

(UNAUDITED)

RESERVE FOR CONTINGENCY BEGINNING BUDGET TO CURRENT BUDGET





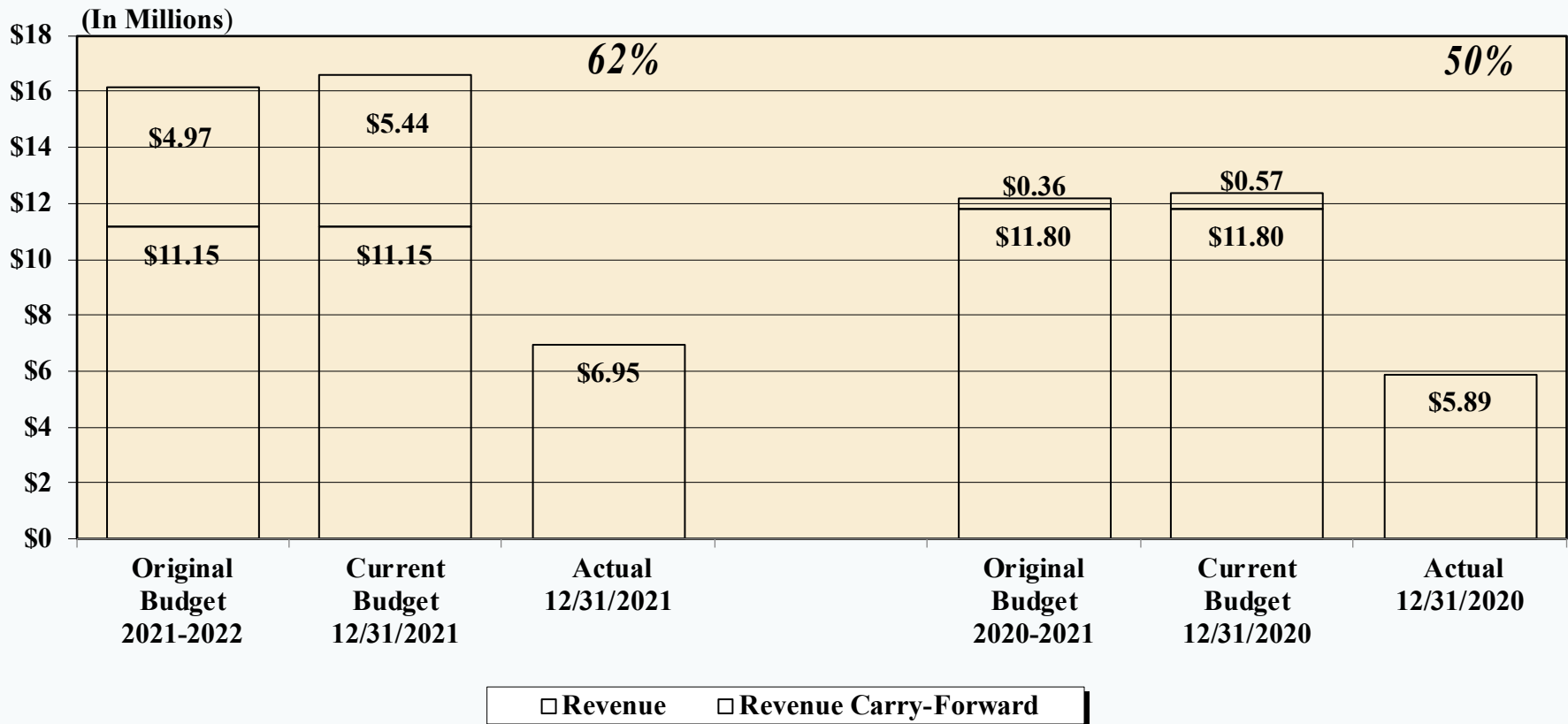
RESERVE FOR CONTINGENCY CHANGES DURING FISCAL YEAR

Budget Amendment	Amount	Description	Date Approved
20-22-002	\$ 957,000.00	Realign Year-End Budget Rollover for ARPA Projects	10/19/2021
21-22-003	(66,153.00)	Adjust Property Appraisers Budget for FRS and State Changes	10/19/2021
21-22-012	9,980.27	Realign Budget for VOCA Grant and COPS Hiring Program	11/16/2021
21-22-014	(45,000.00)	Realign Budget for Highway Lightning Project Expenditure Tracking	12/7/2021
21-22-028	(957,000.00)	Realign CFS Budget Rollover	12/21/2021

(UNAUDITED)



REVENUE – SOLID WASTE BUDGET – TO – ACTUAL

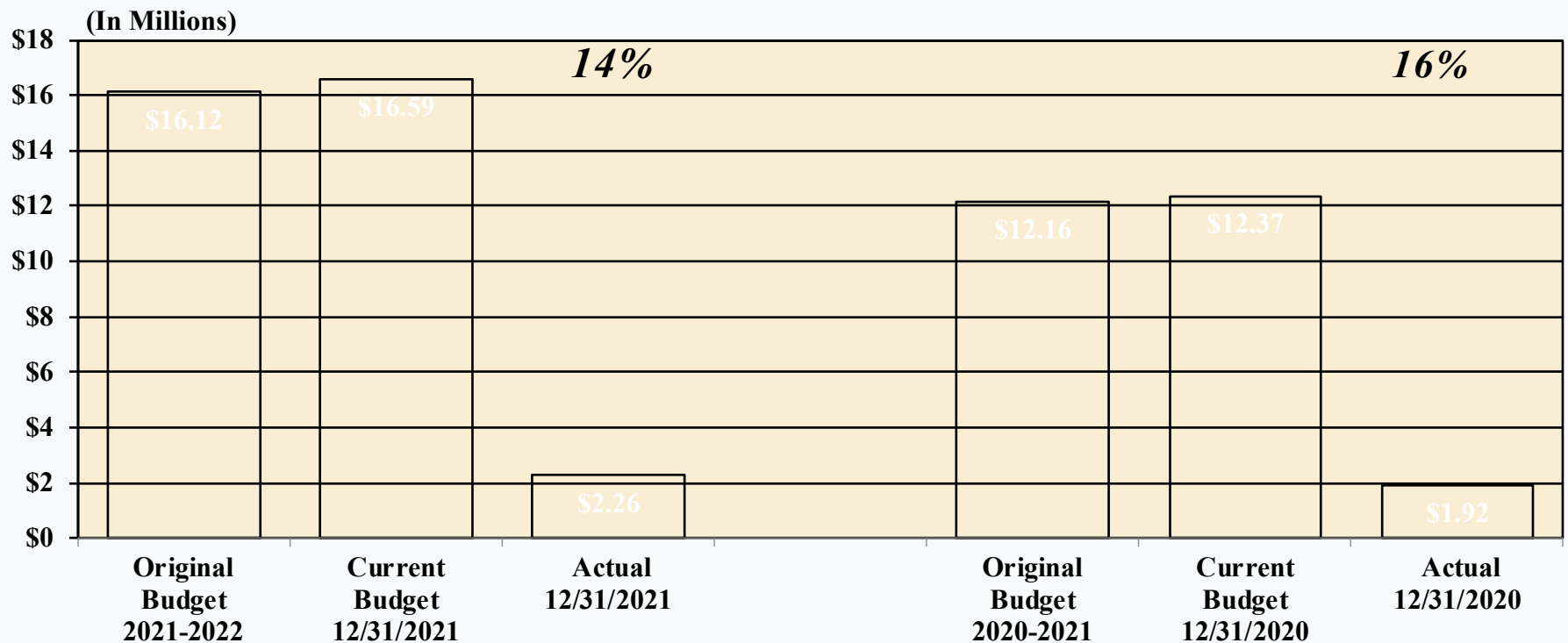


(UNAUDITED)



EXPENSES – SOLID WASTE

BUDGET – TO – ACTUAL AND ENCUMBRANCES



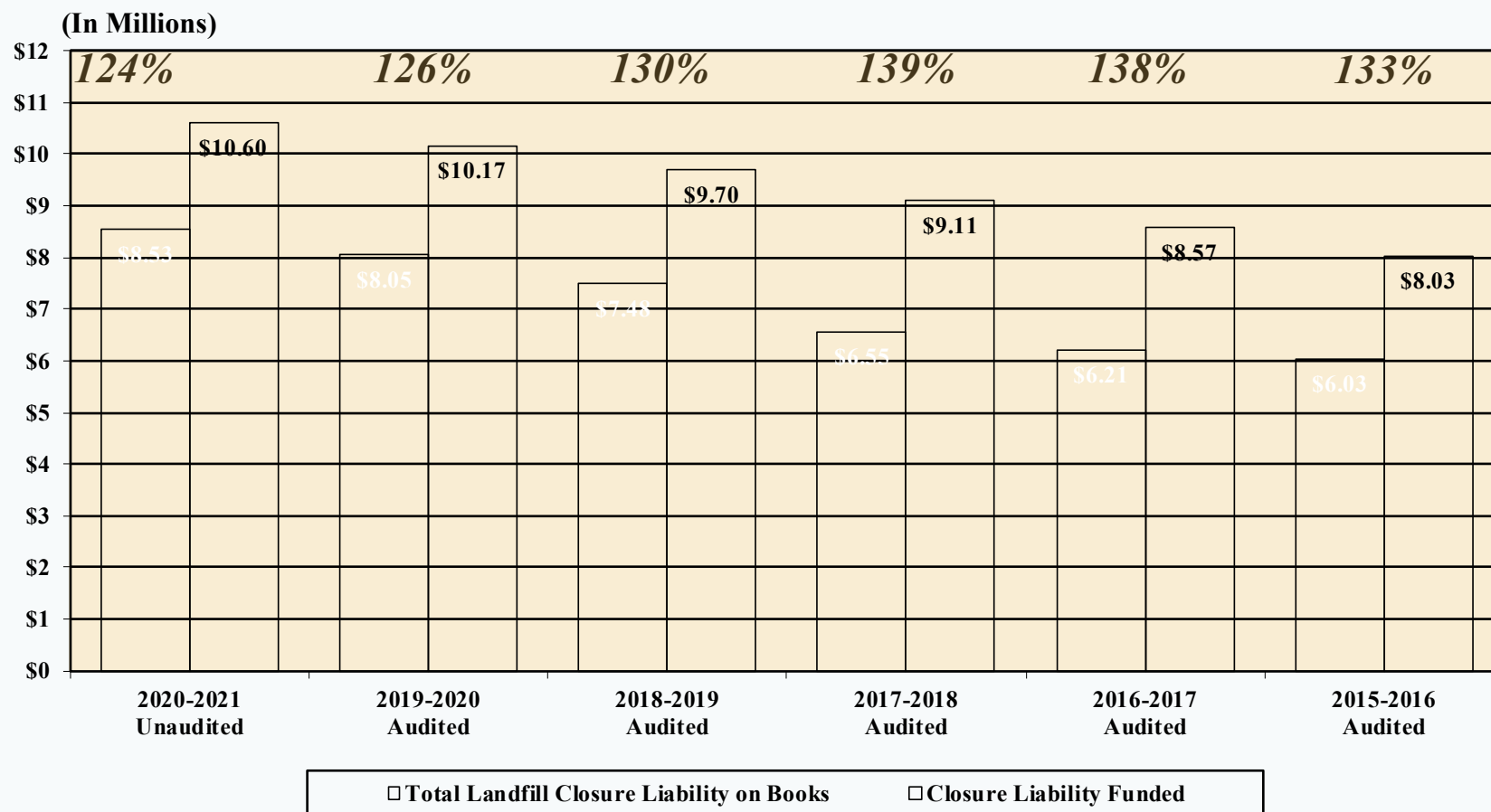
Actual Less Encumbrances / Current Year: 8%

Actual Less Encumbrances / Prior Year: 11%



LANDFILL CLOSURE LIABILITY

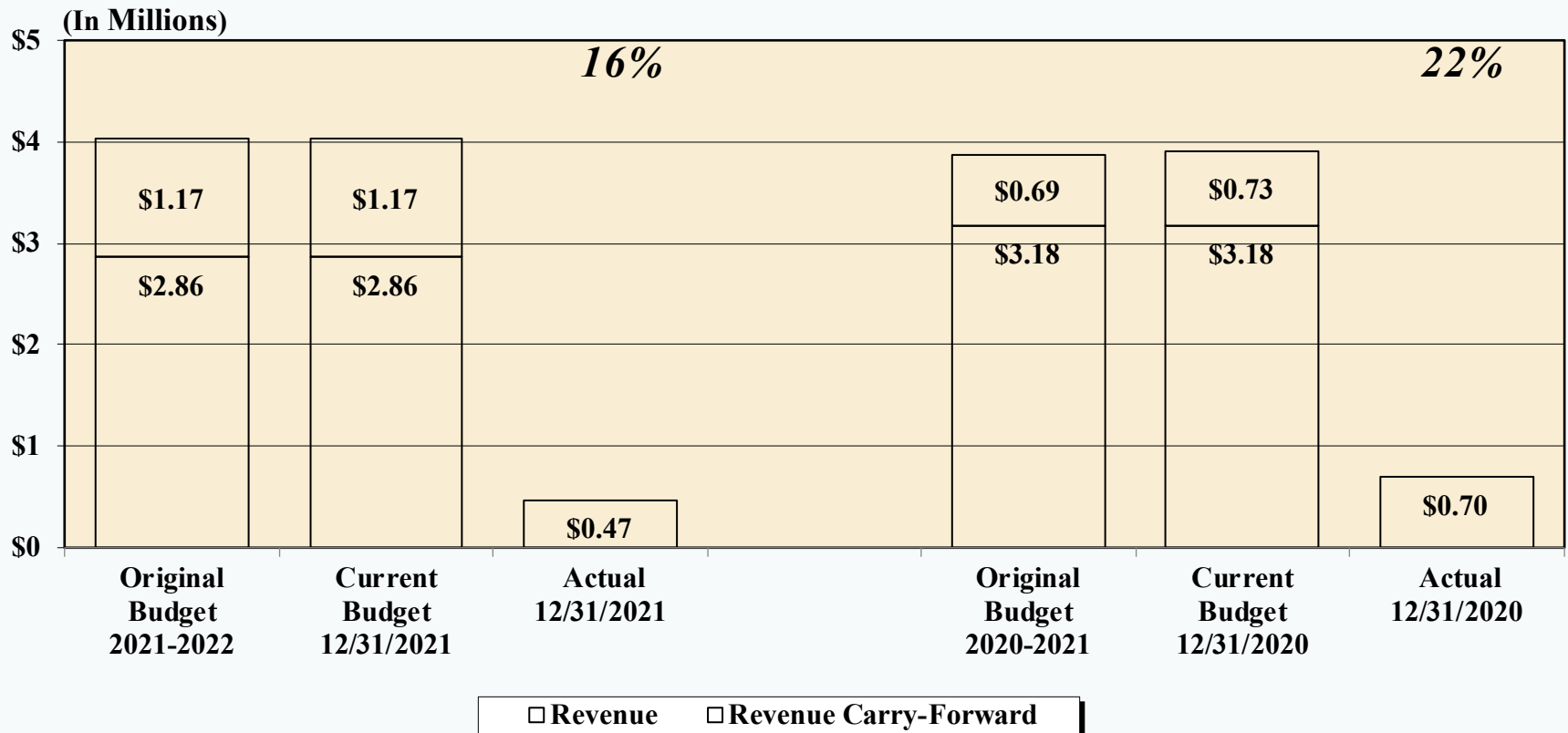
Percent Funded Six Fiscal Years



(UNAUDITED)

REVENUE – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL

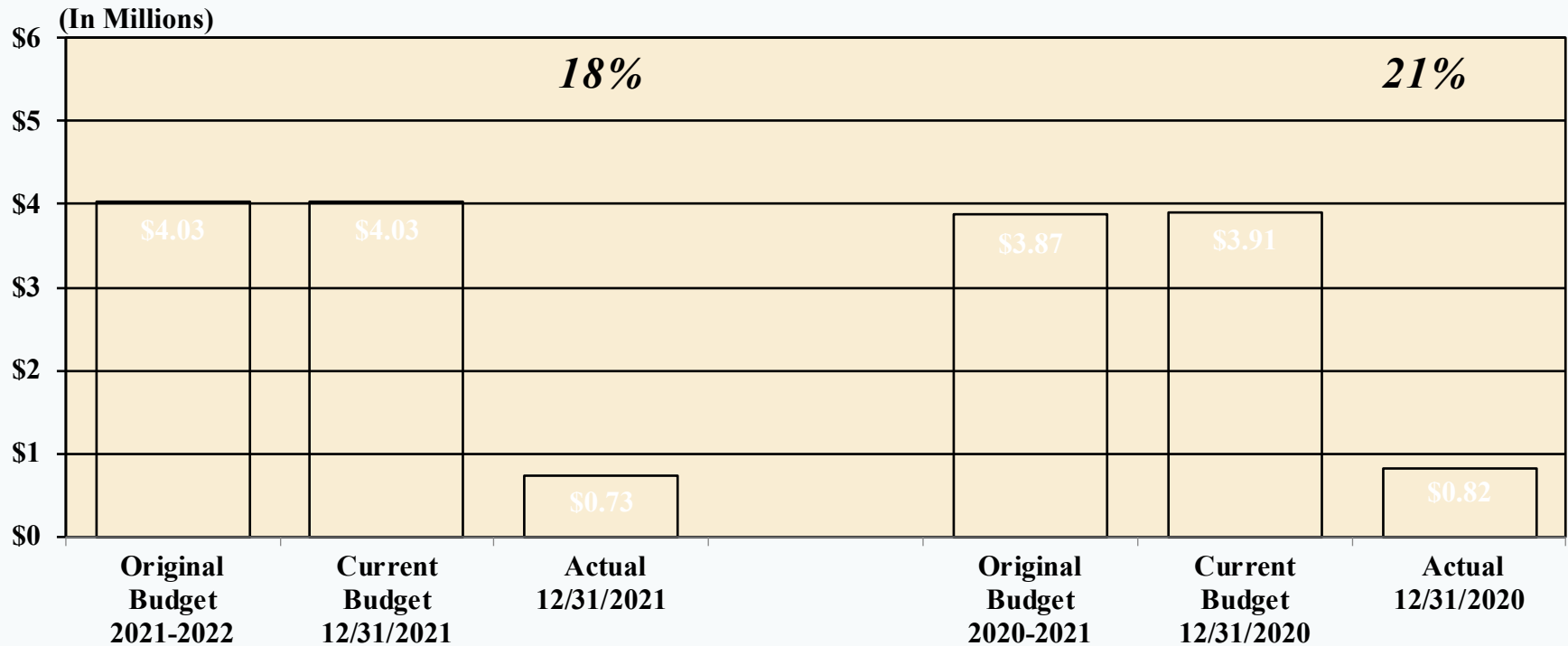


(UNAUDITED)



EXPENSES – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances / Current Year : 12%

Actual Less Encumbrances / Prior Year: 20%

(UNAUDITED)

FUND SUMMARY

1st QUARTER



REVENUES		
Fund	Percent Collected / Billed	Percentage Points Above/ Below Target of 25%
General	65%	40 Percentage Points Above Target
Special Revenue	24%	1 Percentage Points Below Target
Solid Waste	62%	37 Percentage Points Above Target
Energy Recovery	16%	9 Percentage Points Below Target
EXPENDITURES		
Fund	Percent Expended & Encumbered	Percentage Points Above/ Below Target of 25%
General	31%	6 Percentage Points Above Target
Special Revenue	28%	3 Percentage Points Above Target
Solid Waste	14%	11 Percentage Points Below Target
Energy Recovery	18%	7 Percentage Points Below Target

(UNAUDITED)

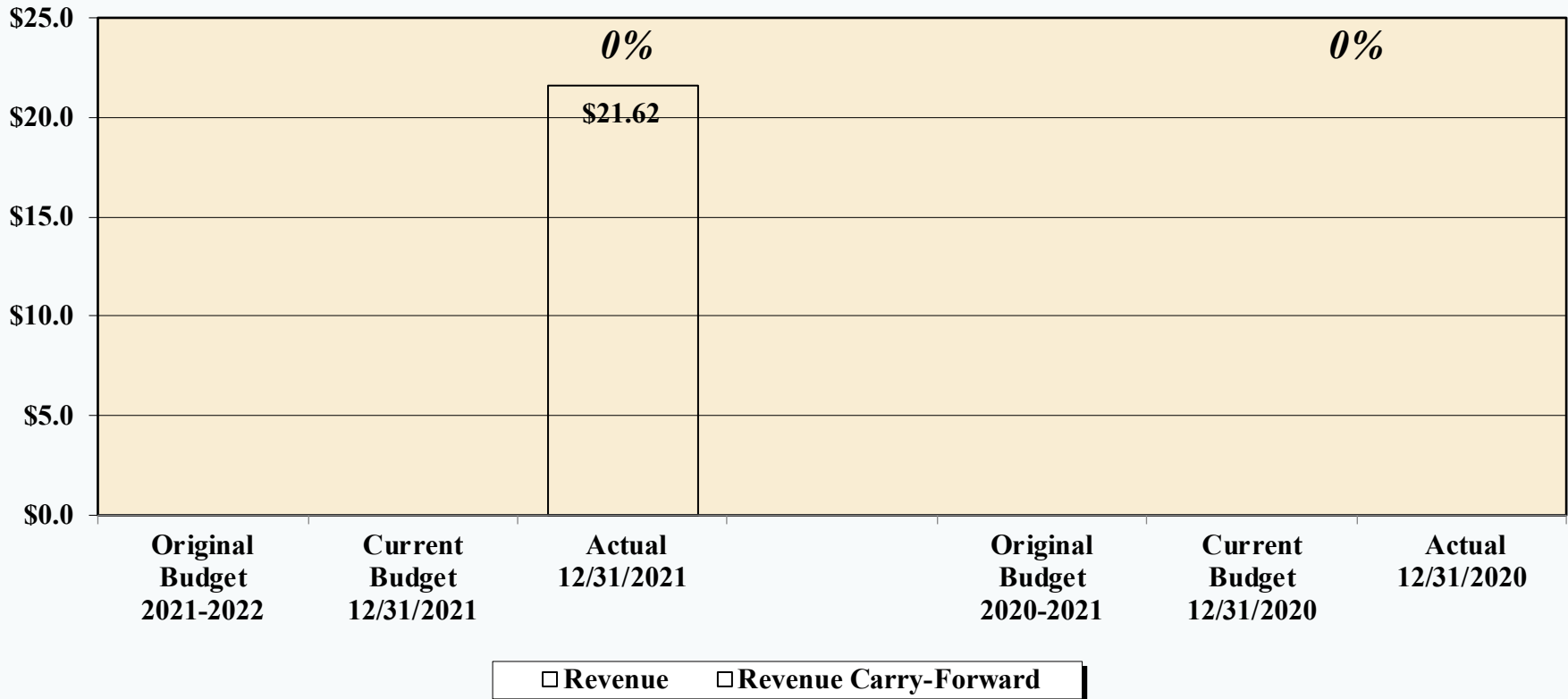


REVENUE

ISSRRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL

(In Millions)



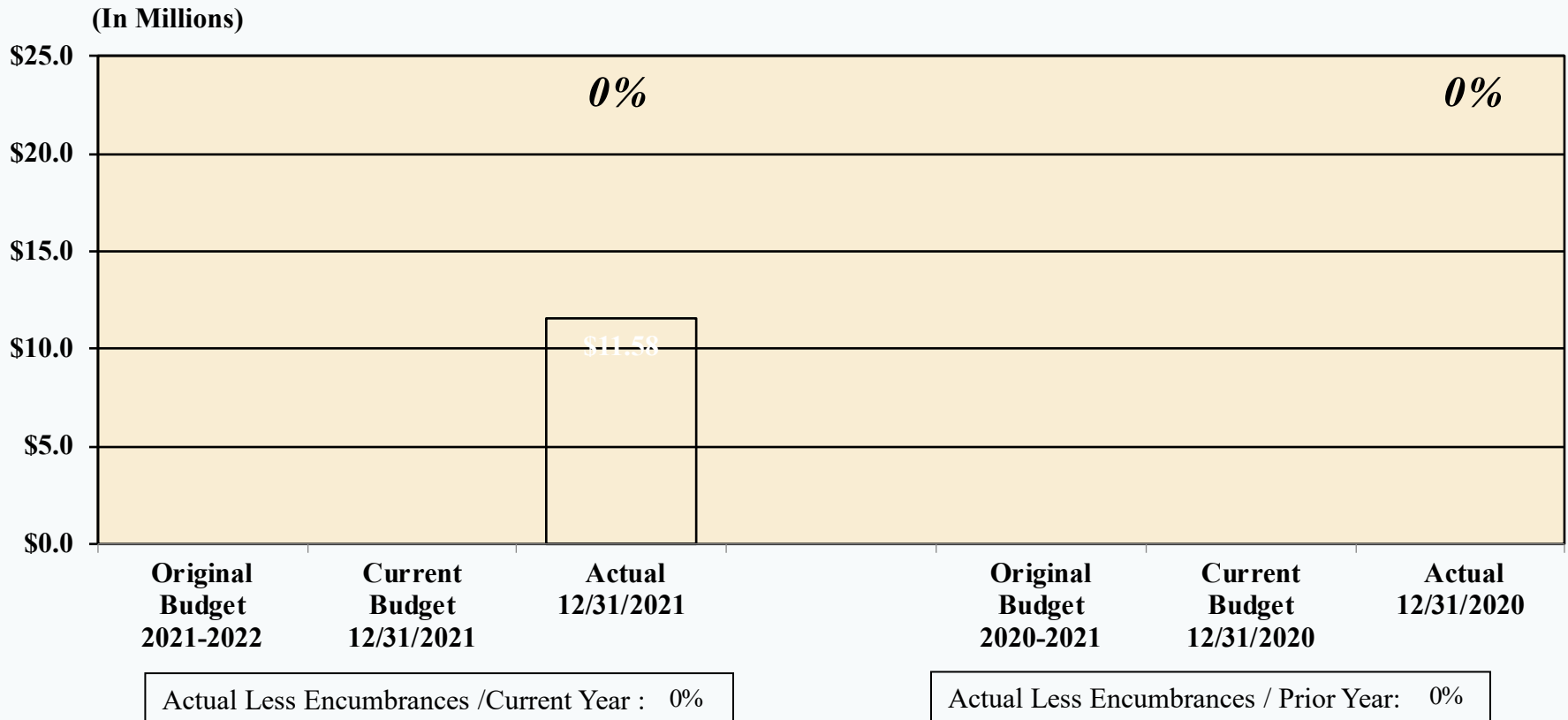
(UNAUDITED)



EXPENDITURES

ISSRRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



(UNAUDITED)

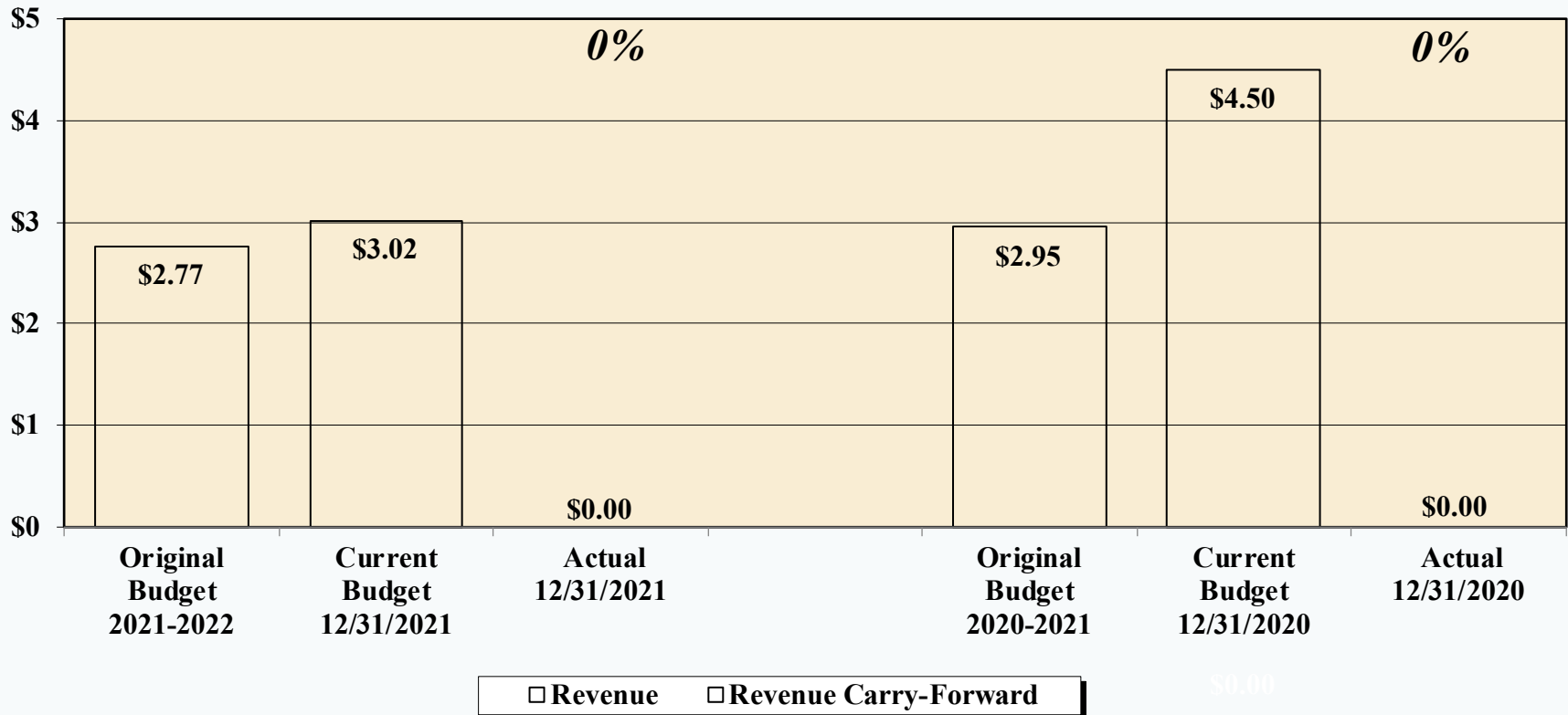


REVENUE

PIRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL

(In Millions)



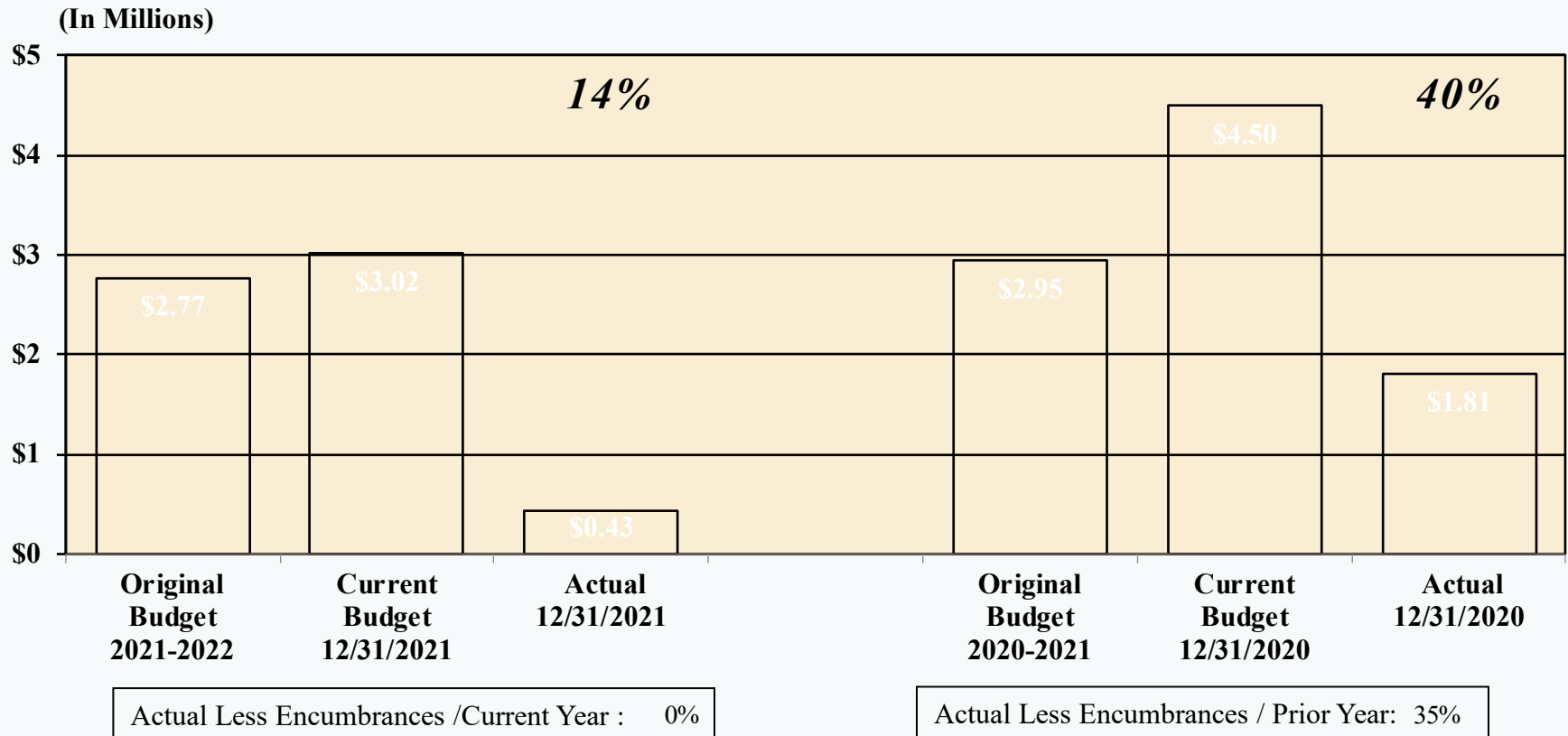
(UNAUDITED)



EXPENDITURES

PIRN CAPITAL PROJECT FUND

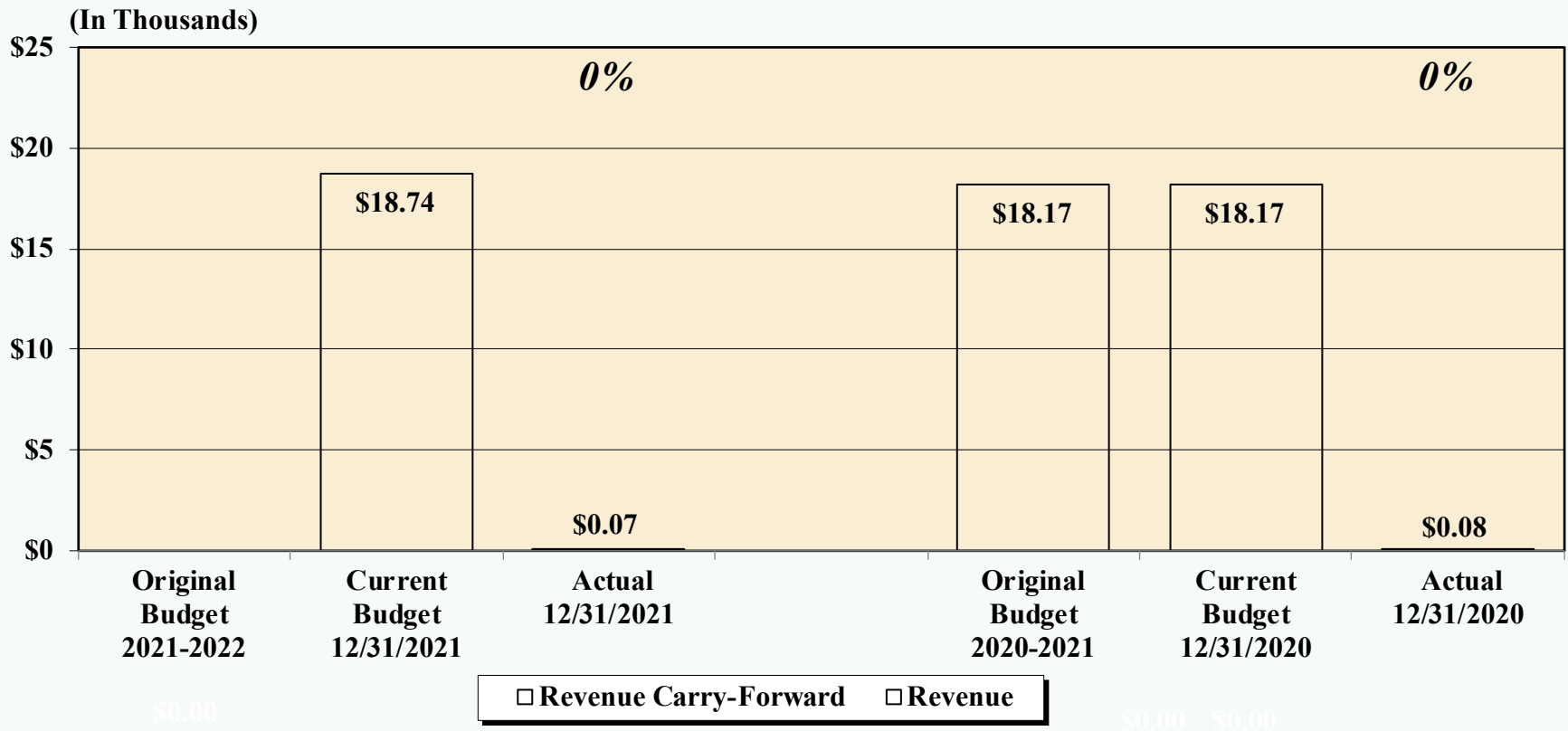
BUDGET – TO – ACTUAL AND ENCUMBRANCES



(UNAUDITED)



REVENUE – IMPACT FEES BUDGET – TO – ACTUAL

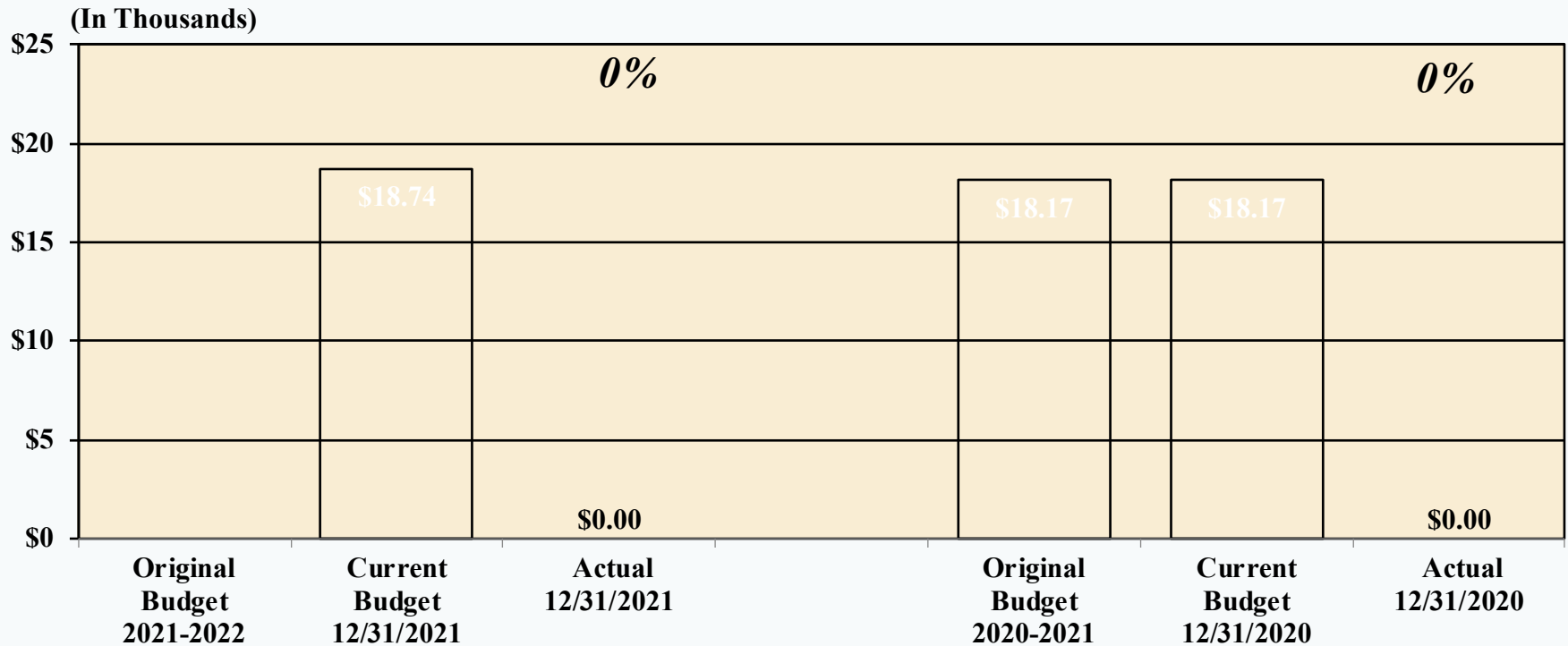


(UNAUDITED)



EXPENDITURES – IMPACT FEES

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances /Current Year : 0%

Actual Less Encumbrances / Prior Year: 0%

(UNAUDITED)

IMPACT FEES

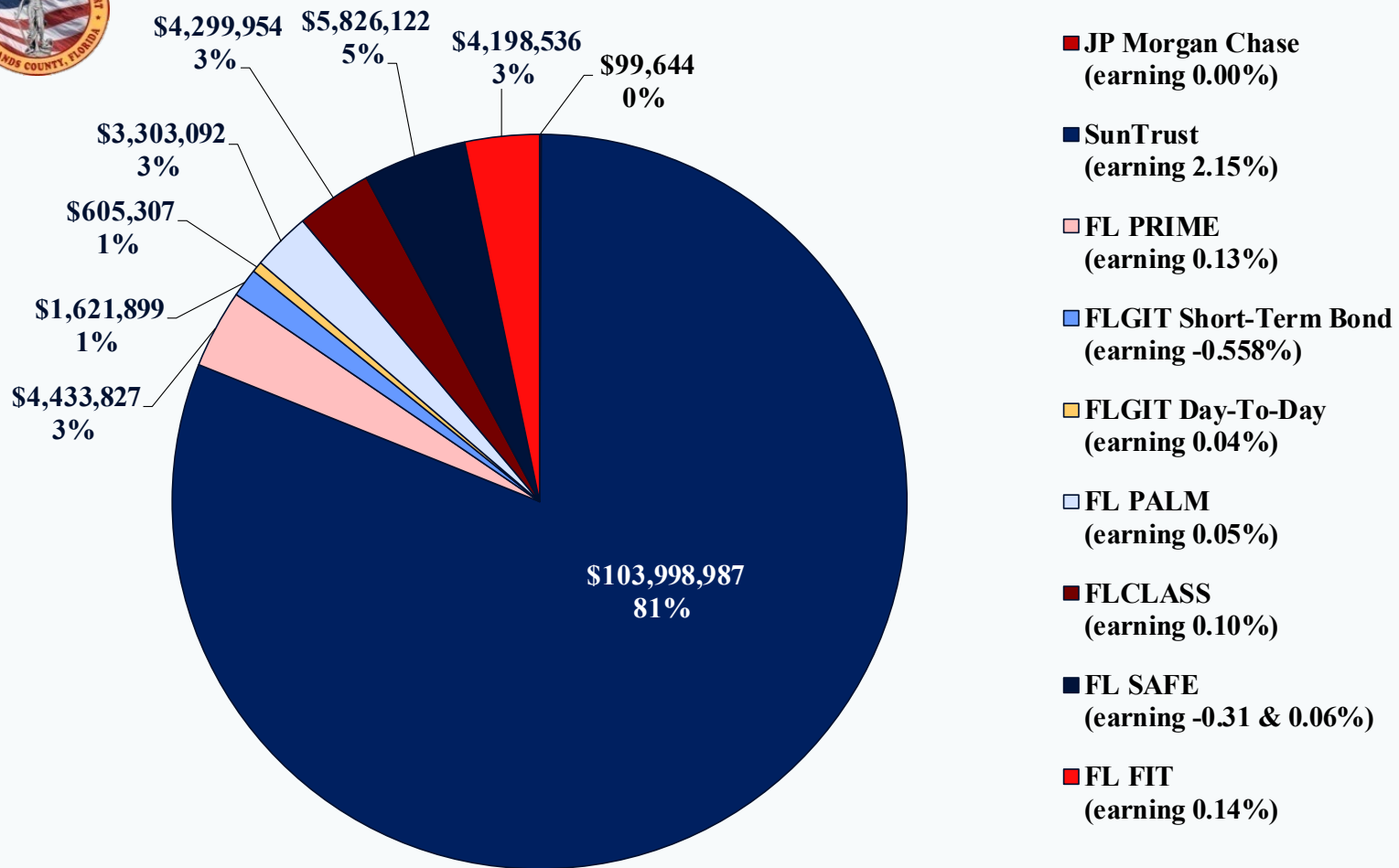
COLLECTION & EXPENDITURE SUMMARY

Fund	Collections	Expended / Encumbered	Unspent Balance
FY 2008 Collections, Expended by 9/30/2014			
Parks & Rec. Avon Park	\$6,494.48	\$(4,623.89)	\$1,870.59
FY 2009 Collections, Expended by 9/30/2015			
Transportation Lake Placid	62,147.41	(13,134.44)	49,012.97
Parks & Rec. Avon Park	2,415.54	0.00	2,415.54
Corrections Facilities	10,289.43	(7,349.64)	2,939.79
Libraries	3,658.77	(2,693.98)	964.79
Law Enforcement	3,201.05	(2,476.89)	724.16
EMS	1,700.77	(1,259.85)	440.92
FY 2011 Collections, Expended by 9/30/2017			
Transportation Lake Placid	0.00	(49,012.97)	(49,012.97)
Fire	4,053.27	(832.97)	3,220.30
EMS	365.94	0.00	365.94
TOTAL			\$12,942.03

(UNAUDITED)

BOCC INVESTMENT PORTFOLIO

As of December 31, 2021



TOTAL: \$128,387,368

(UNAUDITED)



BOCC INVESTMENT PORTFOLIO

As of December 31, 2021

Investment	Book Value	Market Value	Rate of Return		Investment Earnings		Quarterly Fees	Credit Rating	Purchase Date	Maturity Date	Average Maturity (In Days)	Portfolio Diversification		
	General Ledger Balance	Statement Balance	30-day	12-Month	Quarter	YTD						% of Total Portfolio	% By Institution	% By Type
JP Morgan Chase - Cigna	\$ 431,107.45	\$ 99,644.30	0.000%	0.000%	\$ -	\$ -	\$ -	(a) 5 stars	N/A	N/A	0	0.08%	0.08%	
SunTrust Clearing	103,280,686.83	103,967,391.73	0.179%	2.150%	402,590.89	402,590.89	-	(a) 5 stars	N/A	N/A	0	80.99%		
SunTrust Sweep	31,594.90	31,594.90	0.179%	2.150%	165.46	165.46	-	(a) 5 stars	N/A	N/A	0	0.02%	81.01%	81.09%
FL PRIME	4,433,826.61	4,433,826.61	0.011%	0.130%	1,214.76	1,214.76	(c)	(b) AAAM	Various	N/A	1	3.45%	3.45%	
FLGIT - Short-Term Bond	1,621,899.22	1,621,899.22	-0.149%	-0.558%	(9,704.70)	(9,704.70)	(c)	(b) AAaf	Various	N/A	3	1.26%		
FLGIT - Day to Day Fund	605,306.71	605,306.71	0.007%	0.040%	68.32	68.32	(c)	(b) AAAM	Various	N/A	1	0.47%	1.73%	
FL PALM	3,303,091.54	3,303,091.54	0.004%	0.050%	422.50	422.50	(c)	(b) AAAM	Various	N/A	1	2.57%	2.57%	
FL CLASS	4,299,954.36	4,299,954.36	0.008%	0.100%	887.37	887.37	(c)	(b) AAAM	Various	N/A	1	3.35%	3.35%	
FL SAFE - Stable NAV	2,627,522.23	2,627,522.23	0.005%	0.060%	397.44	397.44	(c)	(b) AAAM	Various	N/A	1	2.05%		
FL SAFE - Variable NAV	3,198,600.00	3,198,600.00	-0.066%	-0.310%	(6,900.00)	(6,900.00)	(c)	(b) AAaf	11/1/2017	3/31/2022	90	2.49%	4.54%	
FL FIT - Cash Pool	4,198,535.95	4,198,535.95	0.011%	0.140%	1,043.29	1,043.29	(c)	(b) AAaf	Various	N/A	1	3.27%	3.27%	18.91%
	\$ 128,032,125.80	\$ 128,387,367.55	0.143%	1.742%	\$390,185.33	\$390,185.33	\$ -			(b) WAM	2	100.00%	100.00%	100.00%

Benchmark (a)	0.002%	0.020%
Above/(Below) Benchmark	0.141%	1.722%

(a) S&P Rated GIP Index/Government Net Yield Benchmark (as of January 14, 2022)

(b) WAM (Weighted Average Maturity)

(c) At Bauer Financial, banks are rated by stars. As of 9/30/2021, JP Morgan Chase and SunTrust were rated 5 stars. The rating system is: 5 star is Superior; 4 star is Excellent; 3 1/2 star is Good; 3 star is Adequate; 2 star is Problematic; 1 star is Troubled.

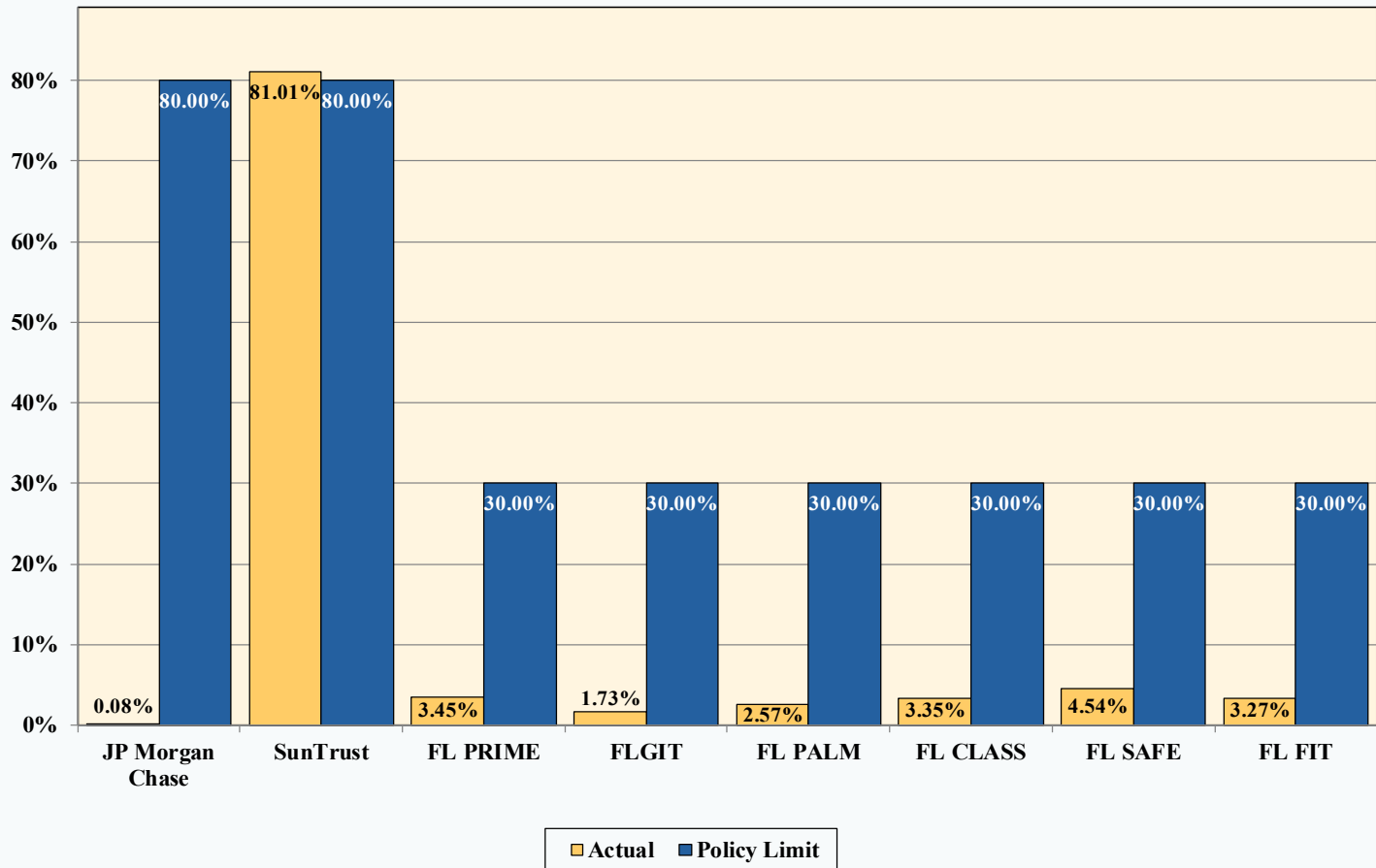
(d) The Standard & Poor's rating scale (excellent to poor) is as follows: AAA, AA+, AA, AA-, A+, A, A-, BBB+, BBB, BBB-, BB+, BB, BB-, B+, B, B-, CCC+, CCC, CCC-, CC, C, D. Any rating lower than a BBB- is considered a speculative or junk bond.

(e) All rates of return are reported net of fees.

(UNAUDITED)

BOCC INVESTMENT PORTFOLIO ISSUER LIMITATIONS

As of December 31, 2021

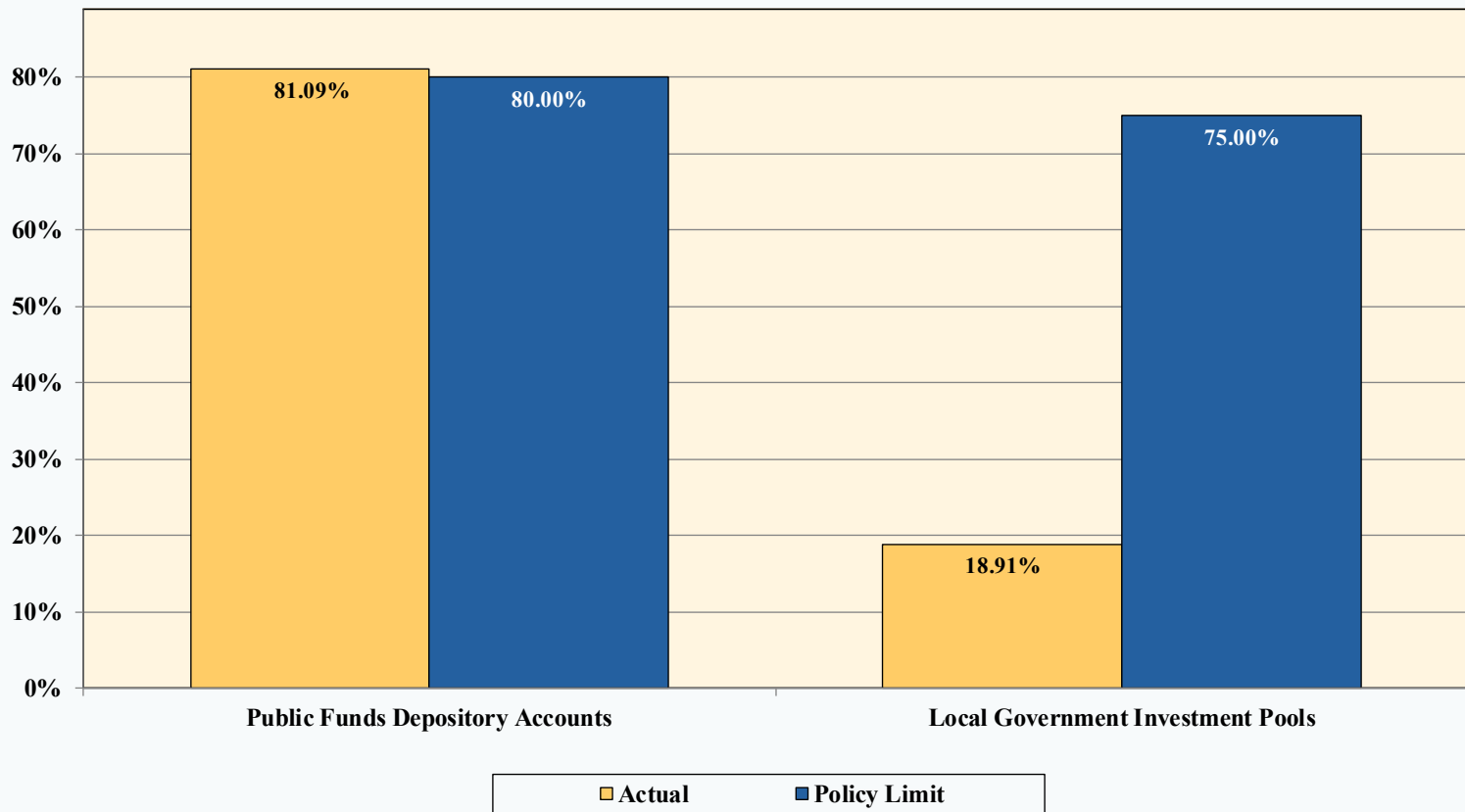


(UNAUDITED)



BOCC INVESTMENT PORTFOLIO TYPE LIMITATIONS

As of December 31, 2021



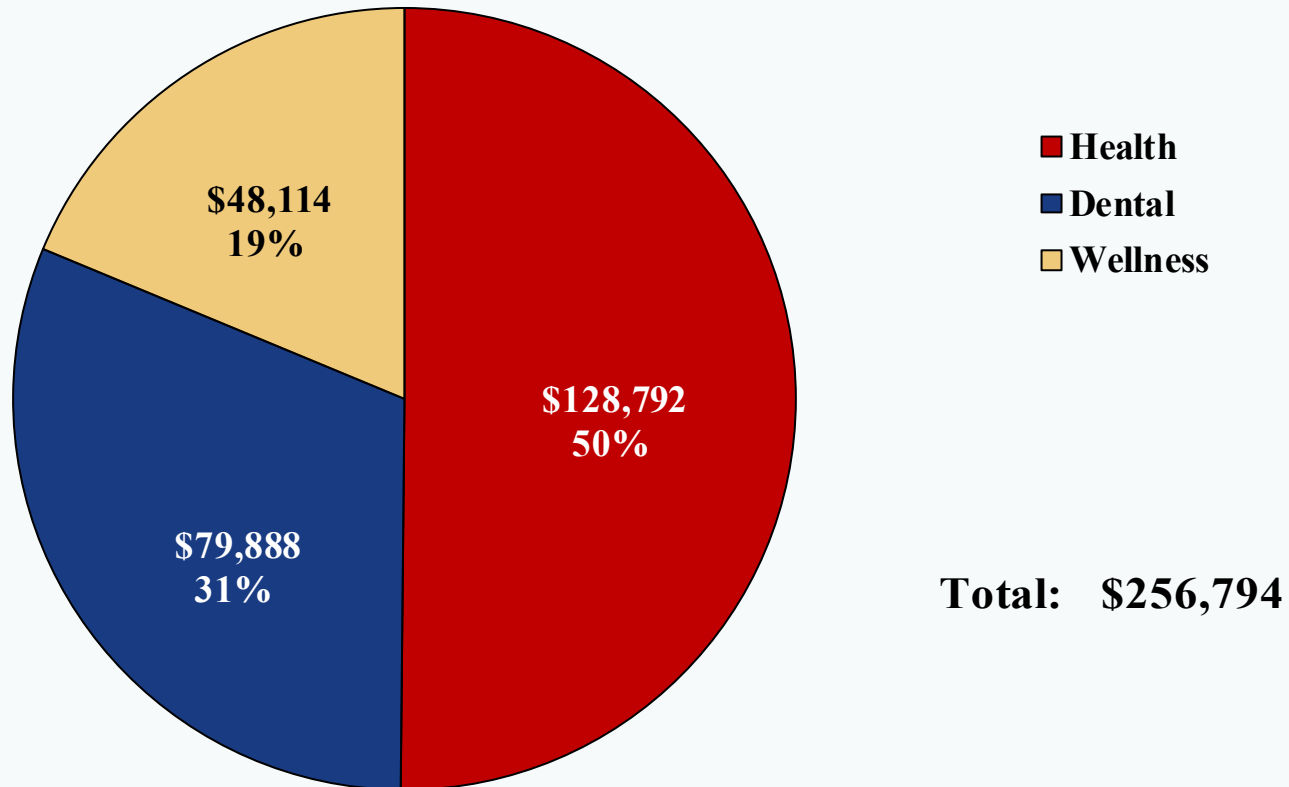
(UNAUDITED)



EMPLOYEE BENEFIT FUND

FUND BALANCE

As of December 31, 2021



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 02/15/2022

PRESENTER: **Liz Barber, Legislative Affairs & Grants Coordinator
Lance Marine, ARPA Project Manager**

SUBJECT/TITLE: **Presentation on the status of the American Rescue Plan Act (ARPA) projects.**

STATEMENT OF ISSUE

Presentation on the status of the American Rescue Plan Act (ARPA) projects, to include updates based on the US Treasury Final Rule, and a progress update on the projects that are included in the approved spending plan.

FISCAL IMPACT

No fiscal impact at this time.

Attachments: [Board update 02.15.2022_Lance.pdf](#)
 [ARPA PROJECTS_BOCC UPDATE_2_15_22.pdf](#)

ARPA Quarterly Update

Adopted Budget	Total Obligated/Encumbered	Total Expenditures
\$18,063,838.00	\$1,919,895.82	\$168,315.82

Completed

- Jail Body Scanner Project Complete

Updates

- Health Department has canceled the overhang project

Progress

- Hurricane Shelter - Scope development
- County Broadband - Strategy meeting Feb 3rd
- EOC Remodel & Sewer - Working design contracts
- Dispatch Consoles - Equipment ordered
- Spring Lakes Broadband - Working on RFP
- Emergency Storage R&B - 40'x60' steel building
- Unit 2 Expansion R&B - Working on design contract
- Library Outreach - Working through proposal
- Development Software - Demo meeting Feb 20th
- Annex Bldg - Working through concept
- R&B Main - Working through concept
- Mail-in Elections Equipment - 50% ordered
- Admin/Jail Generator - Conducting system evaluation
- Project 20056 - Pushing smaller initiatives

Project Name	Amount	Updated ARPA Category	Updated ARPA Reporting Code	Risk Score
Hurricane Shelter	\$ 5,000,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1
County's Broadband Request	\$ 4,500,000.00	Investments in Water, Sewer, and Broadband Infrastructure	5.17 Broadband: Other Projects	1
EOC Expansion and Upgrade	\$ 2,800,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1
Dispatch Console Upgrade	\$ 1,660,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	2
Spring Lake Broadband Request	\$ 1,250,000.00	Investments in Water, Sewer, and Broadband Infrastructure	5.17 Broadband: Other Projects	1
Septic to Sewer for EOC	\$ 1,000,000.00	Investments in Water, Sewer, and Broadband Infrastructure	5.5 Clean Water: Other Sewer Infrastructure	1
Storage Facility for Emergency Items	\$ 400,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	2
Road & Bridge Building Expansion	\$ 300,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1
COVID Jail Master Plan *	\$ 250,000.00	Public Health	1.4 Prevention in Congregate Settings	1
Generators for Admin/Jail **	\$ 250,000.00	Public Health	1.12 Other Public Health Services	1
Library Outreach/Upgrades	\$ 175,000.00	Negative Economic Impacts	3.3 Education Assistance: Academic Services	2
Body Scanner at Jail	\$ 159,000.00	Public Health	1.4 Prevention in Congregate Settings	2
Development Software	\$ 150,000.00	Administrative and Other	7.2 Evaluation and Data Analysis	2
Annex Building Remodel	\$ 125,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1

Road & Bridge Main Facility Upgrade	\$ 100,000.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1
Drive-Thru Expansion @ Health Department	\$ 62,648.00	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	2
Mail-In Election Process	\$ 45,590.00	Public Health	1.8 Other Covid-19 Public Health Expenses (Communications)	1
CAC Needs	\$ 42,500.00	Public Health	3.12 Housing Support: Other Housing Assistance	1
Healthy Families: Household Assistance Funds***	\$ 25,000.00	Services to Disproportionately Impacted Communities	3.12 Housing Support: Other Housing Assistance	1
Veterans Services	\$ 6,500.00	Negative Economic Impacts	2.13 Other Economic Support	2
Computer Equipment	\$ 6,000.00	Public Health	1.8 Other Covid-19 Public Health Expenses (Quarantine)	2
Human Services	\$ 4,000.00	Services to Disproportionately Impacted Communities	3.7 Healthy Childhood Environments: Home Visits	1
Water Bottle Refilling Station	\$ 2,600.00	Public Health	1.12 Other Public Health Services	2
PROJECT TOTALS \$ 18,063,838.00				

Additional Notes:

* Originally, the County planned to designate \$250,000 in funds towards the Jail Master Plan to design the new jail. However, we found that by funding a portion of the project (\$250,000 of the \$10,000,000 project), the entire \$10,000,000 jail project would then be subject to additional ARPA reporting and grant rules, adding an unnecessary level of complexity to the jail project. We plan to shift these funds into another previously approved Sheriff's Office ARPA project, as noted below.

** The originally approved Jail Master Plan funds of \$250,000 have been shifted to the generator project.

*** Project shifted in scope from mental health tele-health options for Healthy Families enrolled participants to short-term crisis management needs for housing, utilities or child care.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the January 18, 2022 regular meeting of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the January 18, 2022 regular meeting of the Board.

Attachments: [011822REG.pdf](#)

REGULAR MEETING OF THE BOARD, JANUARY 18, 2022

1. The meeting was called to order at 9:01 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

**Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac**

**Commissioner Chris Campbell
Commissioner Arlene Tuck**

Also, present: Randy Vosburg, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

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

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Arthur Conover, III, US Air Force, Assistant Veteran Services Officer.

4. **ANNOUNCEMENTS**

The Highlands County Health Facilities Authority will meet on Tuesday, January 18, 2022, at 12:00 p.m., in the Sebring City Council Chambers, 368 S. Commerce Ave., Sebring, FL.

The Highlands Soil & Water Conservation District will hold a meeting on Tuesday, January 18, 2022, at 3:00 p.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, January 19, 2022, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL and via TEAMS Live, 1 (904) 638-2711, conference code: 385 908 479#

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, January 19, 2022, at 8:00 a.m., in Conference Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Tourist Development Council will meet on Wednesday, January 27, 2022, at 8:15 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

Jerome Kaszubowski, Clerk of Courts, announced that the Clerk's Office has updated their website and are now using the same vendor as the Board and the Sheriff. **See SMB 146 Page 1.**

Mr. Kaszubowski announced the Clerk's office has received the latest press release from the Government Finance Officers Association of the United States and Canada (GFOA), awarding Highlands County the Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2020. Mr. Kaszubowski thanked all the agencies and staff involved in making sure the financial records are spot on. **See SMB 146 Page 2.**

Mr. Kaszubowski provided an update on the Employee Benefit Fund Forecast (Fund 510). **See SMB 146 Page 3.** Randy Vosburg, County Administrator, stated that staff is working on solutions for the fund forecast and is hopeful

that those interventions will help.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

None presented.

7. PUBLIC COMMENT

Ms. Michelle Gresham came before the Commission to address her concerns with Consent Agenda items 8N and 8Z. Randy Vosburg, County Administrator, addressed Ms. Gresham's concerns.

8. CONSENT AGENDA

Commissioner Tuck moved to approve the consent agenda as presented. Commissioner Campbell seconded the motion.

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

- A. Request approval of the minutes from the November 16, 2021 regular meeting of the Board, the November 23, 2021 special meeting of the Board and the December 07, 2021 regular meeting of the Board. See Clerk of Courts website.**
- B. Request to accept into record the Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2021 and 2020 for Peace River Center for Personal Development, Inc. See Peace River Center file.**
- C. Request approval of member appointments to the Hospital District Board. See SMB 146 Page 4.**
- D. Request to approve the appointment of members to the Affordable Housing Advisory Committee. See SMB 146 Page 5.**
- E. Request approval of the Highlands County Industrial Development Authority's (IDA) recommendation to appoint Garrett Anderson to the Highlands County Industrial Development Authority's (IDA). See SMB 146 Page 6.**
- F. Request approval of revisions to the job descriptions of Operations Supervisor and Mechanic III/Shop Foreman. See SMB 146 Page 7.**
- G. Request approval to declare 417 County owned properties as surplus. See SMB 146 Page 8.**
- H. Request approval of Tower Removal Agreement between Highlands County, TowerCom VIII-B, LLC, and Jorge & Teresa Moreno. See Tower Removal Agreement file.**
- I. Request to waive the Landfill Tipping Fees for disposal of debris from demolition of the existing buildings to allow construction of the Florida Medal of Honor Memorial at 442 S. Eucalyptus St., Sebring, FL. See SMB 146 Page 9.**
- J. Consideration of Consultant Service Authorization No. 1 with Jones Edmunds & Associates, Inc. and Budget Amendment 21-22-042. See Jones Edmunds & Associates, Inc. file.**
- K. Request approval of payment without a purchase order to VisitFlorida in the amount of \$10,000, for an in-state connected TV package as budgeted and recommended by the Tourism Development Council at the August 19, 2021 Council meeting. See SMB 146 Page 10.**

- L. **Request acceptance of the State of Florida Emergency Medical Services Grant application for \$14,471.00 and approval of Budget Amendment 21-22-030 and associated Resolution 21-22-46.** *See Res. Book 32 Page 101 & SMB 146 Page 11.*
- M. **Request approval of Local Mitigation Strategy Working Group Organizations for Calendar Year 2022.** *See Proof of Publication file & Local Mitigation Strategy file.*
- N. **Request approval of Budget Amendment 21-22-034 and Interlocal Agreement, pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the Spring Lake Improvement District, for an amount up to \$90,000 for the construction of eight pickleball courts at Pine Breeze Park.** *See Spring Lake Improvement District file & SMB 146 Page 12.*
- O. **Request acceptance of the 21/22 Child Advocacy Trust Fund Award Agreement and adoption of accompanying Resolution 21-22-58 for Budget Amendment 21-22-035 to appropriate funding in the amount of \$3,960 to be received from The Florida Network of Children's Advocacy Centers for Project 21060.** *See Res. Book 32 Page 102, Children's Advocacy Center file & SMB 146 Page 13.*
- P. **Request approval of Budget Amendment 21-22-032 for the replacement of the outdoor unit and evaporator coil on AHU #1 at the Bert J. Harris Jr. Agri-Civic Center, Project No. 21057 in the amount of \$65,815.00.** *See SMB 146 Page 14.*
- Q. **Request to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road and Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair.** *See SMB 146 Page 15.*
- R. **Request acceptance of the Florida Department of Health EMS Matching Grant 21-22 and adoption of accompanying Resolution 21-22-55 for Budget Amendment 21-22-031 to appropriate funding in the amount of \$211,061.00 (90%) to be received from the Florida Department of Health, with a 10% County Match in the amount of \$23,451.02 for Project 21058.** *See Res. Book 32 Page 103, Emergency Medical Services file & SMB 146 Page 16.*
- S. **Request approval of the Southwest Florida Water Management District Cooperative Funding Initiative Project Agreement and adoption of accompanying Resolution 21-22-62 for Budget Amendment 21-22-039 to set up and appropriate funding in the amount of \$228,750.00 for Project 21062.** *See Res. Book 32 Page 104, Southwest Florida Water Management District file (subfolder: Lake June-in-Winter Catfish Creek BMPs file) & SMB 146 Page 17.*
- T. **Request adoption of Resolution 21-22-56 to establish a public hearing date of February 15, 2022 to discuss and consider closing a platted 20-foot alley at 100 Commerce St. NW.** *See Res. Book 32 Page 105 & SMB 146 Page 18.*
- U. **Request adoption of Resolution 21-22-57 to establish a public hearing date of February 15, 2022 to discuss and consider closing a platted 20-foot alley at 101 Atherton Ave. NW.** *See Res. Book 32 Page 106 & SMB 146 Page 19.*
- V. **Request approval of the supplement to the State-Funded Small County Road Assistance Grant Agreement ("Supplemental Agreement") and adoption of accompanying Resolution 21-22-60 for Budget Amendment 21-22-037 to appropriate additional funding in the amount of \$130,000 to be received from the Florida Department of Transportation for Project 18009.** *See Res. Book 32 Page 107, Florida Department of Transportation file & SMB 146 Page 20.*

- W. **Request adoption of Resolution 21-22-59 for Budget Amendment 21-22-036 to appropriate funding in the amount of \$1,451.00 from the Children's Advocacy Center Donation funds to be used for Christmas presents purchased for child victims in need for Project 15064. See Res. Book 32 Page 108 & SMB 146 Page 21.**
- X. **Request adoption of Resolution 21-22-66 for approval of Budget Amendment 21-22-038 to set up project funds for Bullet Proof Vest grant program for the Sheriff within the General Fund. See Res. Book 32 Page 109 & SMB 146 Page 22.**
- Y. **Request approval of Budget Amendment 21-22-040 to the Conservation Trust Fund and associated Resolution 21-22-63. See Res. Book 32 Page 110 & SMB 146 Page 23.**
- Z. **Request to approve Budget Amendment 21-22-041 to reallocate funds in the amount of \$75,000.00 for recycling collection drop-off site improvements. See SMB 146 Page 24.**

9. PUBLIC HEARING

- A. **Public Hearing to consider approval of Atlantic Palm Beach Ambulance Inc. d/b/a American Medical Response (AMR) application for a Class 1 Non-Emergency Medical Transportation, Class 2 Basic Life Support and Class 3 Advanced Life Support Ambulance Certificate of Public Convenience and Necessity (COPCN).**

Chief E. Laney Stearns, Public Safety Director, 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.

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

Commissioner Tuck moved approval of the Atlantic Palm Beach Ambulance Inc. d/b/a AMR current Class 1, 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Certificate of Public Convenience and Necessity (COPCN) file & Proof of Publication file.**

- B. **Public Hearing to consider approval of Lifefleet Southeast, Inc. d/b/a American Medical Response's current Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).**

Chief E. Laney Stearns, Public Safety Director, 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.

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

Commissioner Roberts moved approval of the Lifefleet Southeast, Inc. d/b/a American Medical Response's current Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Certificate of Public Convenience and Necessity (COPCN) file & Proof of Publication file.**

- C. **Public hearing to consider adoption of Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-21-592LS, pertaining to the addition of a Property Rights Element.**

Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly

advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and stated this is the adoption hearing of the Property Rights Element for which the Board approved the first hearing on October 19, 2021. After state review, the Florida Department of Economic Opportunity had a comment regarding the language and advised staff to work with legal for the appropriate revision.

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

Commissioner Kirouac moved approval to adopt by Ordinance 21-22-04, Large Scale Plan Amendment CPA-21-592LS, adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 & Comprehensive Plan Amendment file.***

D. Public hearing to consider adoption of P&Z Hearing No. 2088, modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 29 parcels, and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 8 parcels, spread throughout the Covered Bridge Community.

Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no. Ms. Culpepper and County Attorney Sherry Sutphen addressed concerns raised by the Commission. William Fowler, representing the applicant, addressed the Board.

Commissioner Campbell moved approval to adopt by Resolution, P&Z Hearing No. 2088, modifying the existing M-1 FUD for 29 parcels, and the existing R-2 FUD for 8 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, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 111 (Res. No. 21-22-49 for M-1 FUD), Res. Book 32 Page 112 (Res. No. 21-22-50 for R-2 FUD) & Zoning Changes file.***

E. Public hearing to consider adoption of P&Z Hearing No. 2089, changing the Official Zoning Atlas for approximately 16.22 acres, from Agricultural District (AU), Two-Family Dwelling District (R-2), and Business District (B-3) to Agricultural District with a Planned Development (AU PD).

Rachel Barry, Zoning Supervisor, and Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Barry questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no, except for Chairman Rapp, who stated she has toured this facility, which is in her District.

Ms. Barry read the recommended motion for **P&Z Hearing No. 2089.**

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

Commissioner Roberts moved approval to adopt by Resolution, P&Z 2089, changing the Official Zoning Atlas for

three parcels totaling an approximate 16.22-acres, from Agricultural District (AU), Two-Family Dwelling District (R-2), and Business District (B-3) to Agricultural District with a Planned Development (AU PD), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 113 (Res. No. 21-22-51) & Zoning Changes file.**

- F. **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-594SS, for approximately 6.62-acre parcel, from Agriculture (AG) and Commercial/Industrial Mixed Use (CI) to Industrial (I).**

- G. **Public hearing to consider adoption of P&Z Hearing No. 2092, changing the Official Zoning Atlas for approximately 6.62 acres, from Agricultural District (AU) and Business District (B-3) to Industrial District (I-2).**

Sandra S. Vázquez, Planner I, presented items 9F and 9G together, as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vázquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Ms. Vázquez read the caption of the proposed ordinance into the record and stated staff was available to answer any questions. The applicant, Mr. Emery Smith, with Ben Hill Griffin, Inc., addressed the Board.

Chairman Rapp opened the floor for public comment. Input was received from Ms. Michelle Gresham.

Commissioner Kirouac moved approval to adopt by Ordinance, CPA-22-594SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 6.62 acres from Agriculture (AG) and Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-22-594SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Ord. Book 19 (Ord. No. 21-22-09) & Comprehensive Plan Amendment file.**

Commissioner Tuck moved approval to adopt by Resolution, P&Z 2092, changing the Official Zoning Atlas for approximately 6.62 acres from Agricultural District (AU) and Business District (B-3) to Industrial District (I-2), 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 32 Page 114 (Res. No. 21-22-52) & Zoning Changes file.**

- H. **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-595SS, for an approximate 38.58-acre parcel, from Agriculture (AG) to High Density Residential (RH).**
- I. **Public hearing to consider adoption of P&Z Hearing No. 2093, changing the Official Zoning Atlas for an approximate 38.58-acre parcel, from Agricultural District (AU), Mobile Home Subdivisions District (M-1), Limited Business District (B-2), and Industrial District with a Conditional Use (1-2 CU) to RV Park with a Flexible Unit Development District (RV FUD).**

Sandra S. Vázquez, Planner I, presented items 9H and 9I together, as they both pertain to the same property.

These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vázquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Ms. Vázquez read the caption of the proposed ordinance into the record and stated the applicant and staff were available to answer any questions. Mr. Joe Cubas, representing the applicant, addressed the Board.

Chairman Rapp opened the floor for public comment. Input was received from Councilman Ray Royce, with the Lake Placid Town Council.

Commissioner Roberts moved approval to adopt by Ordinance, CPA-22-595SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 38.58 acres, from Agriculture (AG) to High Density Residential (RH), and transmit CPA-22-595SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Ord. Book 19 (Ord. No. 21-22-10) & Comprehensive Plan Amendment file.**

Ms. Vázquez read into the record the recommended motion for **P&Z Hearing No. 2093.**

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 115 (Res. No. 21-22-53) & Zoning Changes file.**

J. Public hearing to consider proposed Ordinance amending the Section 12.16.310, Form Board Survey Required, of Chapter 12 (also known as the Highlands County Land Development Regulations) of the Code of Ordinance of Highlands County, Florida pertaining to form board survey requirements.

Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record.

Commissioner Campbell addressed his concerns with the increase in distance requirements from 18 inches to five feet.

Chairman Rapp opened the floor for public comment. Input was received from Ms. Chantel Parris.

Commissioner Kirouac moved approval to adopt by Ordinance the proposed text amendments to Section 12.16.310 of the Land Development Regulations amending form board survey requirements. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Campbell, who voted nay. The motion carried. **See Ord. Book 19 (Ord. No. 21-22-11), Proof of Publication file & Land Development Regulations file.**

K. Public Hearing to consider text amendments to the Highlands County Land Development Regulations to implement the Lake Placid Regional Plan (LPRP) Overlay District.

Jennifer Codo-Salisbury, with the Central Florida Regional Planning Council, and Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Culpepper read the caption of the proposed ordinance into the record and Ms. Codo-Salisbury provided an overview of the Lake Placid Regional Plan Overlay District Proposed Land Development Regulations. Attorney Bert J. Harris, III, addressed the Board and provided the history of the Lake Placid Regional Plan.

Ms. Culpepper, Ms. Codo-Salisbury and Mr. Harris addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ms. Pam Fentress and Mr. Ray Royce.

Commissioner Tuck moved approval and to adopt by Ordinance the proposed text amendments to the Land Development Regulations implementing the Lake Placid Regional Plan Overlay District. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 (Ord. No. 21-22-12), Proof of Publication file, Land Development Regulations file, Central Florida Regional Planning Council file & Town of Lake Placid file.***

Break: 10:50 a.m. to 10:54 a.m.

10. ACTION AGENDA

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

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

A. Request consideration for approval of Budget Amendment 21-22-033 and Recreation and Parks Advisory Committee's (RPAC) recommendation to construct a restroom facility at Carver (MLK) Park. An additional item for consideration, not included in the attached budget amendment, is partial funding of a shade canopy for the play area at Carver (MLK) Park.

Richard Fleeger, Parks & Facilities Superintendent, presented the request. Ms. Evelyn Colon, Executive Director for the Highway Park Neighborhood Council, came before the Commission and provided a brief presentation and addressed questions raised by the Commission.

The Commission expressed their concerns in great detail. Randy Vosburg, County Administrator, addressed concerns and questions raised by the Commission and Ms. Colon.

Chairman Rapp thanked Ms. Colon for the hard work she does for her community and stated she understands the importance of children having a place to play outside, and that there needs to be a better plan because Ms. Colon and her community have been asking and waiting for a very long time.

Chairman Rapp stated that in hearing from the other commissioners, she agrees with Commissioner Tuck as to looking for funding elsewhere and also agrees with Commissioner Kirouac and Commissioner Roberts with looking at the revenues, but at the same time find the funding to get this done quickly. In regards to the shade canopy,

Chairman Rapp stated they are not going to let it lapse and she understands with grants, that you don't always have the opportunity, so when the money is offered you have to go for it.

Chairman Rapp opened the floor for public comment. Input was received by Ms. Chantel Parris and Ms. Michelle Gresham.

Commissioner Kirouac moved to approve the funding for the shade structure only, and to direct staff and the County Administrator to seek some sources for the funding for the restroom project, and to bring that in front of this Commission within 60 days. Commissioner Tuck seconded the motion.

Randy Vosburg, County Administrator, asked for clarification on the motion regarding the cap.

Commissioner Kirouac amended his motion and moved to approve the funding of up to an \$11,000 dollar match of the \$5,000 grant for the shade structure only, and to direct staff and the County Administrator to seek some sources for the funding (up to the matching \$24,187.50) for the restroom project, and to be able to bring that in front of this Commission within 60 days. Commissioner Tuck seconded the amended motion.

Commissioner Roberts questioned if the Board has any feedback relative to whether or not the Highway Park Neighborhood Council has, independent of any county monies, to come up with additional funding for the overall project. Commissioner Kirouac stated that he encourages them between now and when the County Administrator brings back a potential source for matching funding, as stated in his motion, to also seek additional funding.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 146 Pages 25 & 25A (Ms. Colon's presentation).***

B. Request approval of Budget Amendment 21-22-044 and Resolution to make adjustments and corrections to the rollover project balances from FY 20/21 into the current FY 21/22 to properly budget the available funds in the projects in FY 21/22.

David Nitz, OMB Manager, and Angela Bollinger, Sr. Budget Analyst, presented the request.

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

Commissioner Tuck moved approval of Budget Amendment 21-22-044 and associated Resolution. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 116 (Res. No. 21-22-65) & SMB 146 Page 26.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the updated County Attorney File Log as of January 3, 2022. ***See SMB 146 Page 27.***

Ms. Sutphen stated that there have been no new claims filed against the county other than the PERC (Public Employees Relations Commission) matter with the Union but that is going along, and they will provide the Commission with updates as soon as they have more information.

Commissioner Tuck stated that she has received calls on the recycling matter and questioned if there has been a decision made on the placement of the recycling bins. Randy Vosburg, County Administrator, stated they are

waiting for the final paperwork from the Town of Lake Placid and the City of Sebring who have approved of a location, but they are still working on a location with the City of Avon Park. Clinton Howerton, Jr., County Engineer, stated the location for the bins in Lake Placid is in the downtown area near the water tower and the vacant County EMS building.

Commissioner Roberts requested to meet with Mr. Howerton, the County Administrator, and the appropriate staff in order to come up with a resolution with the City of Avon Park so they too may have a placement of the recycling bins.

Commissioner Tuck questioned Ms. Sutphen on the Girl Scout Building Lease. Ms. Sutphen provided an update.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. **See SMB 146 Page 28.**

Mr. Vosburg announced that new legislation has been introduced, which has wide ramifications and asked Liz Barber, Legislative Affairs & Grants Coordinator, to provide a brief update. Ms. Barber presented House Bill 569 to the Commission and stated the concept behind this bill is that it would allow businesses in the state, who have been in business for the past three years, to submit claims for business damages caused by certain county ordinances. Ms. Barber added that there is no specific language as to the definition of a business or whether the business has to operate in Highlands County, and that the bill would result in more litigations to resolve, on top of attorney fees and costs related to the disputes. Mr. Vosburg requested direction from the Board for staff to draft a letter with the County Attorney that speaks in opposition of this bill. Mr. Vosburg also stated that this item would be brought back before the Board as an informational item so that the Board can see the letter was sent.

Commissioner Roberts questioned the County Attorney if she has reviewed the bill and if she concurs with Ms. Barber's statements. Ms. Sutphen stated yes.

Commissioner Kirouac moved approval to instruct the county staff to prepare a letter in opposition of House Bill 569. Commissioner Campbell seconded the motion.

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

Mr. Vosburg provided an update with the Highlands County Health Department and their new director, Shane Lockwood.

Mr. Vosburg provided the Commission with a draft calendar of the FY 22-23 Budget Cycle. **See SMB 146 Page 29.**

Mr. Vosburg provided an update on a request he received in regards to the Parks and Recreation Master Plan that was last updated in 2015.

Mr. Vosburg commented on the possibility of a Board Retreat in March or early April 2022 and stated he is open for feedback from the Commission. Sherry Sutphen, County Attorney, shared that while the public would be invited (due to a public notice publication), in a retreat-style setting, public comment is not necessary as no action would be taken.

Clinton Howerton, Jr. County Engineer, and Jonathan Harrison, Road & Bridge Director, came before the Commission to address the Heron roadway project and addressed questions raised by the Commission.

12. COMMISSIONERS

In regards to the recycling bins, Commissioner Kirouac stated the idea behind recycling centers is for the municipalities to provide locations because their residents also will be eligible to drop off acceptable recycling items. Commissioner Kirouac addressed concerns he has read on social media about the location at Max Long Park. Commissioner Kirouac also discussed the Avon Park recycling matter in regards to location.

Commissioner Rapp stated that she appreciated Mr. Vosburg bringing to her attention they've been assessing quantity of recreation and not quality, and the lesson learned today is they have to switch to looking at the quality.

13. INFORMATIONAL

- A. Board payables from December 21, 2021, to January 17, 2022.** *See Check Reports 2022 file.*

14. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 12:50 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Clerk's Accounting Department

SUBJECT/TITLE: Request to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 2021.

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 approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 2021.

FISCAL IMPACT

No fiscal impact.

Attachments: [FY 2022 Combined Monthly Report Board Meeting Request Dec 2021.doc](#)
[FY 2022 Court-Related and Other Misc Funds Memo Dec 2021.pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: FEBRUARY 15, 2022

PRESENTER: CLERK'S ACCOUNTING DEPARTMENT

**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

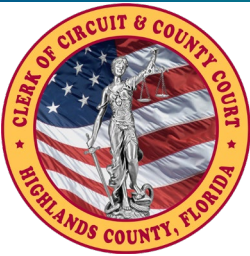
MOTION TO ACCEPT INTO THE RECORD THE COURT-RELATED AND OTHER MISCELLANEOUS FUNDS REVENUE AND EXPENDITURES SUMMARY, FOR THE QUARTER ENDED DECEMBER 31, 2021.

FISCAL IMPACT

NONE.

For information, please contact:

Jackie Gabrus, CGFM
Senior Accountant
Highlands County Clerk of Courts
(863) 402-6823
jgabrus@hcclerk.org



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: February 15, 2022

To: Highlands County Board of County Commissioners

**From: Sally B. Hood, Accounting and Finance Director
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 October through December 2021.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	\$ 34,399.56(a)	\$ 504,149.60	\$ 705,809.40
131	Intergovernmental Radio Communications Fund	23,307.55	394,644.51	0.49
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	5,815.51	0.00	24,950.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	5,851.91	0.00	27,250.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	34,694.70	42,160.26	215,384.74
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	5,153.86	0.00	51,400.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	4,984.96	4,984.96	20,415.04
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	4,969.29	8,599.30	43,735.70
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	5,019.58	0.00	25,400.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	4,390.76	4,499.38	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
Randy Vosburg, County Administrator
Raymond Hancock, Senior Director Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

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

SUBJECT/TITLE: Request approval of a New Event Tourist Development Grant in the amount of \$12,500.00 for the Sebring Soda Festival per the recommendation of the Tourism Development Council.

STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting, recommended reimbursing Greater Sebring Chamber of Commerce, Inc. for up to \$12,500.00 for the Sebring Soda Festival. This grant will be to cover eligible costs associated with out-of-county advertising, promotional items, event fees, and approved reimbursable items under the New Event Grant guidelines for the Sebring Soda Festival.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant in the amount of \$12,500.00 for the Sebring Soda Festival per the recommendation of the Tourism Development Council.

FISCAL IMPACT

The fiscal impact will be up to \$12,500.00 from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services) which is currently included in the FY21-22 Adopted Budget.

Attachments: [Soda Fest TDC Grant.CB.SGS.pdf](#)
[10.28.2021 Draft TDC Minutes.pdf](#)
[Soda Festival Grant.pdf](#)

**HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT**

CONTRACTOR

NAME: GREATER SEBRING CHAMBER OF COMMERCE, INC.
ADDRESS: 227 US HWY 27 N, SEBRING, FL 33870
EIN NO: 59-0532480

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to **The Greater Sebring Chamber of Commerce, Inc.**, as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.
2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until July 3, 2022.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) in 2022, for The Sebring Soda Festival, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached **Attachment A**. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.
2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.
2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.
3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.
4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.
5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.
6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.
7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.
8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that

one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.
12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.
13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

- A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION
OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-
6836
HCBCRecords@highlandsfl.gov**

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 15 day of February 2022.

GREATER SEBRING CHAMBER OF COMMERCE INC.

By: Tenille Drury Smith

Print: Tenille Drury Smith

Title: President & CEO

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tenille Drury Smith, as President & CEO, of Greater Sebring Chamber of Commerce who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Greater Sebring Chamber of Commerce, Inc., and who is personally known to me or who produced personally known as identification, and who did/did not take an oath this 1 day of February, 2022.

(stamp)

Paige Cowell
NOTARY PUBLIC, State of Florida



BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk



**Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
October 28, 2021 @ 8:15 a.m.**

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Mark Stewart
Christine Hatfield
Cindy Garren
Bill Brantley
Diane Rydecki

Council Members Absent:

John Story	Maria Sutherland
Vicki Pontius	Commissioner Chris Campbell

Also, Present:

Uli & Lidia Fluhme, GFNY Florida Sebring
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Secretary
Alan Verlander, Airstream Ventures, LLC
Barry Milligan, Airstream Ventures, LLC
Tenille Drury-Smith, Sebring Chamber of Commerce
Paige Lavelle, Sebring Chamber of Commerce
Gaylin Thomas, Heartland Cultural Alliance

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

2. Acceptance of TDC Meeting Minutes of August 19, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of August 19, 2021. Mr. Stewart made a motion, seconded by Ms. Garren to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending August 2021, which makes a total up to date of \$734,000.

There was no Office Report.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt awarded 2021 Tourism Award For Sports Champions category to Lidia and Uli Fluhme from GFNY Florida Sebring . Mr. Fluhme thanked the Council for the recognition.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. Ms Hartt has received Grant income from the FL Sports Foundation to total \$47,598. Ms. Hartt noted that collections for August and September are still not in yet, so she will present final budget recommendations at the January 2022 TDC meeting. Ms. Garren asked where future marketing funds should be targeted, and Ms. Hartt replied in the Advertising budget since it was significantly reduced for this year to allow for more event funding.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder to 2021 and into 2022. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event will be to everyone in Highlands County.

6. Items for Voting

A. Sebring Soda Festival Grant

Ms. Drury-Smith from the Greater Sebring Chamber of Commerce requested \$12,500 for entertainment and out-of-county marketing for the Sebring Soda Festival. The 2022 event will have an additional/third day to bring in more participants.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the grant for \$12,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Citrus Golf Trail Ladies Invitational Grant for December 2021

Mr. Verlander from Airstream Ventures requested \$7,500 for rental fees, promotional items, and digital marketing outside Highlands County for the 2021 Citrus Golf Trail Ladies Invitational.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the grant for \$7,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

C. Multisport Festival Grant Change Request

Ms. Hartt presented the proposed changes to the Sebring Multisport Festival Applications. Mr. Childers requested the date to be changed to October 2 or 9 of 2022. He also requested that his MOT fees be eligible for grant reimbursement. TDC staff recommended funds will only be reimbursed if an MOT plan is submitted no later than 60 days before the event.

Mr. Stewart made a motion, seconded by Ms. Garren to approve the Grant Application changes. Upon roll call, all Council members voted aye. The motion passed

7. Old Business/Discussion

A. RFP Update

Ms. Sauls reported that three proposals were submitted for the TDC's Lead Marketing Consultant. The Selection Committee chose Gray Dog Publishing. After negotiations with the County Administrator, an agreement was drafted to contract with Gray Dog for up to six years with an annual review and renewal each year + 3% annual pay increase. The contract renewal will be decided upon by the County Administrator and County Commission each year. The TDC will provide input at their July/August meeting each year to the County Administrator and County Commission. The County Commission approved the current one-year contract on October 5, 2021.

C. TDT Letter

Ms. Sauls informed the TDC that the TDT is awaiting approval for the letter from the County Commission.

B. Stakeholder Meetings

Ms. Hartt informed the TDC she has attended several Stakeholder meetings and provided a list.

8. Public Input

9. Board Member Roundtable

10. Upcoming Meeting

- A. Adventure EDU Program November 4-5, 2021, Inn on the Lakes. Registration required.
- B. Agritourism Forum, TBD
- C. TDC Board Meeting January 27, 2021 @ 8:15 a.m., Government Center, Boardroom

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:26 a.m.

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

APPLICATION GENERAL INSTRUCTIONS

The application **must be completely filled out**. Not Applicable or N/A should be marked if needed.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed marketing plan for the Event
- Sample Visitor/Attendee Survey for the Event

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC HIGH IMPACT SIGNATURE EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: \$12,500

I. General Information

1. Name of Applicant: The Greater Sebring Chamber of Commerce
2. Name of Event: The Sebring Soda Festival
3. Contact person: Tenille Drury Smith
4. Contact person e-mail: ceo@sebring.org
5. Complete address of Applicant: 227 US Hwy 27 N, Sebring, FL 33870
Cell phone: 863-633-8472
6. Applicant's Chief Official/Event Coordinator:
Title: President and CEO
Address if different from above:
Cell phone: 863-633-8472
Email: ceo@sebring.org
7. Has Event ever received funding from the TDC? **Yes**
If yes – list years and amounts:
The Sebring Chamber never received any funds directly, but the TDC did assist with marketing and entertainment for 2018, 2019 and 2021 (there is a open/carried over PO for the canceled entertainment Bluffet which is scheduled for the 2022 event)
8. Amount Applicant is requesting for the Event/Project: \$ 12,500
9. Intended use of funds: Entertainment during the event and out of area marketing

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

II. Details about Applicant: The Sebring Chamber of Commerce mission is to serve the economic, educational, governmental and social interest of the people, organizations and communities it represents while fostering a prosperous and harmonious environment in which to live, learn and work.

III. Schedule of Event/Project: April 1-3, 2022

IV. Event/Project Specific Information

1. Event/Project name: Sebring Soda Fest
2. Type of event or project: Festival
3. Dates of Event/Project: April 1-3, 2022
4. Location of Event/Project: Downtown Sebring
5. Number of days: 3

Hours: April 1st 5pm-9pm, April 2nd 11am-9pm and April 3rd - 2022

6. Projected number of out of town participants: 3,600
Out of state: 100
In-state: 3,500
7. Projected number of attendees per day:
April 1st – 1,500
April 2nd – 5,000
April 3rd – 3,500
8. Projected number of media, staff, officials: Not known
Out of state:
In-state:
9. Event/Project promoter (if other than Applicant): N/A
Name of promoter:
Company name:
Contact name:
Address:
Phone:
Email:
Website:
10. Event/Conference Admission Price (if applicable):
Cost for tasting Tickets: \$5, \$10 OR \$20

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event/Project. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) N/A

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? **10,000**
How many/what percentage will be traveling to the event from outside the county? **Based on previous years statistics there were 30-35%** How will you document the attendees and the out-of-county percentage? Survey, ticket sales and digital campaigns Will you be providing the TDC with attendee contact information? **Yes** (Please answer each question or your application will be deemed incomplete).

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

2019 – Roughly 10,000

2020 – N/A

2021 – Roughly 6,000, however there were flaws in the geo-fencing and surveys this year. Based on revenue that came in we believe our attendance numbers were higher

Previous Event or Project: Sebring Soda Fest

Date: April 2-3rd, 2021

Location: Downtown Sebring

Total Room Nights: N/A

Contact Name/Phone:

Funding amount awarded: Entertainment expenses (unknown amount because it was carried over from 2020 canceled event)

Economic Impact (If available): \$243,550 based on the out of town percentages and the average amount spent per person when asked during the Touch Poll survey.

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	Income Amount (or In-Kind Amount)
Sponsorships	\$15,000
Vendor Booth Rentals	\$10,000
Soda Tasting Tickets Sales	\$5,750
Merchandise / Water Sales	\$1,000
Cheers To You (percentage of wine/beer sales)	\$500
CRA Marketing Reimbursements – In Kind	\$5,170
Soda Sales	\$1,500

Visit Sebring/TDC Funding Request	\$ 7,500
TOTAL INCOME ALL SOURCES	\$ 46,420

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Toilets, Signage, Insurance, etc.)	Expense Amount
Commemorative T-Shirt & Merchandise	\$500
Printed Event Programs	\$500
Printed Soda Holders	\$2,000
Key Chains/Bottle Openers	\$1025
Ice	\$1750
Photo Area	\$1,000
Insurance	\$1250
Restrooms	\$2,500
Rentals – Tables, Chairs, Tents etc	\$1,000
Soda Cases Purchased at Cost	\$6,500
Soda Tasting Tent Supplies	\$750

Volunteer T-shirts	\$1,500
Banners (Stage for Concert)	\$6,500
Supplies for Pageant	\$ 1,500
U-Haul	\$350
Marketing	\$12,500
TOTAL EVENT EXPENSES	\$ 41,125
Intended Use of Tourist Development Tax Funds (provide details)	Amount
To help pay for entertainment during the event	
Friday Night Entertainment-Silent Disco & DJ	\$3,200
Saturday Entertainment – Odd-O-Ti's, Plant Guy and DJ	\$2,650
Sunday Entertainment- The Plant Guy and DJ	\$1,650
Out of Area Marketing	\$5,000
TOTAL TDC EXPENSES	\$ 12,500

Grant Application Checklist

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

Initials

Dr

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

Date of Event: April 1-3 2022

Date of Application: Oct 7, 2021

R

I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on June 1, 2022 (date 60 days after event ends).

R

I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by Oct 15, 2021 (date one week after the application is submitted to and accepted by the Tourism Office)

R

I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

V

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

PR

I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

PR

I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

PR

I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

PR

Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

PR

Reimbursement will only be provided at a rate of \$20/verified room night or \$0.50/verified attendee.

PR

The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

PR

Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding. (page 9)

PR

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

PR

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

PR

Applicant has included a detailed Marketing Plan for the Event.

PR

Applicant has included a sample Visitor/Attendee Survey for the Event.

PR

As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

PR

Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to

disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

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

 Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

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

Authorized Agent: Tenille Drury Smith
Title: President & CEO Date: 10/7/21
Authorized Agent Signature: Tenille Drury Smith

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Tenille Drury Smith
Date: October 7, 2021
By: Tenille Drury Smith
(Signature)

Its:

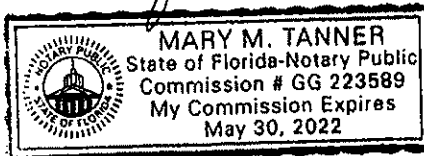
(Title)
State: FLORIDA County: HIGHLANDS

Before me this day personally appeared TENILLE DRURY-SMITH (name) as
CEO (title) of SEBRING CHAMBER (applicant) to
me well known or produced identification _____ (type of ID) and who executed
the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and
purposes herein expressed.

Witness my hand and seal (date)

7th of October, 2021

My Commission expires (date)



Signature of Notary

Mary M. Tanner

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Greater Sebring Chamber of Commerce, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 227 US 27 North	Requester's name and address (optional)
	6 City, state, and ZIP code Sebring, FL 33870	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	0	5	3	2	4	8 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Keith Dyer

Date ►

10/7/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

People's Choice Ballot

Soda Brand: _____

Soda Flavor: _____

Your Name: _____

Email: _____

Phone: _____ Zip: _____



Complete this ballot to be entered to win a VIP Package to the next year's Sebring Soda Festival. This will include 2 tickets to the VIP After-Party and 2 soda tasting punch cards.

Drop your completed ballot at the Tasting Card Purchase Tents, located on each side of the Circle.

Winners will be drawn at random and contacted via phone or email within 1 week of the event. You need not be present to win. Must be 21 years of age or older to win. By signing up for this drawing, you agree to be contacted via email for future events.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

GREATER SEBRING CHAMBER OF COMMERCE, INC.

Filing Information

Document Number	N49804
FEI/EIN Number	59-0532480
Date Filed	07/10/1992
Effective Date	08/05/1940
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATEDARTICLES/NAME CHANGE
Event Date Filed	04/04/1996
Event Effective Date	NONE

Principal Address

227 US 27 NORTH
SEBRING, FL 33870

Changed: 02/24/2009

Mailing Address

227 US 27 NORTH
SEBRING, FL 33870

Changed: 02/24/2009

Registered Agent Name & Address

Drury-Smith, Tenille M, President/CEO
227 US 27 NORTH
SEBRING, FL 33870

Name Changed: 01/22/2021

Address Changed: 01/11/2008

Officer/Director Detail

Name & Address

Title Treasurer

SAPP, SHANNON

227 US 27 NORTH
SEBRING, FL 33870

Title Director

DAVIS, MARCIA
227 US 27 NORTH
SEBRING, FL 33870

Title Director

DANZEY, RYAN
227 US 27 NORTH
SEBRING, FL 33870

Title Director

MERCER, JULIA
227 US 27 NORTH
SEBRING, FL 33870

Title Past Chairman

SHOOP, J.C.
227 US 27 NORTH
SEBRING, FL 33870

Title Director

MCCOY, JAMES
227 US 27 NORTH
SEBRING, FL 33870

Title Director

Ayala, Maritza
227 US 27 NORTH
SEBRING, FL 33870

Title DIRECTOR

PIERSON, LINDSEY
227 US 27 NORTH
SEBRING, FL 33870

Title DIRECTOR

McIntyre, Kendall
227 US 27 NORTH
SEBRING, FL 33870

Title Chairman

LAMERE, MIKE
227 US 27 NORTH
SEBRING, FL 33870

Title Chair Elect

ROBERTS, GARRETT
227 US 27 NORTH
SEBRING, FL 33870

Title Director

Joles, Jonathan
227 US 27 NORTH
SEBRING, FL 33870

Title Director

Timmons, Sarah
227 US 27 NORTH
SEBRING, FL 33870

Title Director

Story, John
227 US 27 NORTH
SEBRING, FL 33870

Title Director

Cosgrave, Brian
227 US 27 NORTH
SEBRING, FL 33870

Title Presiden/CEO

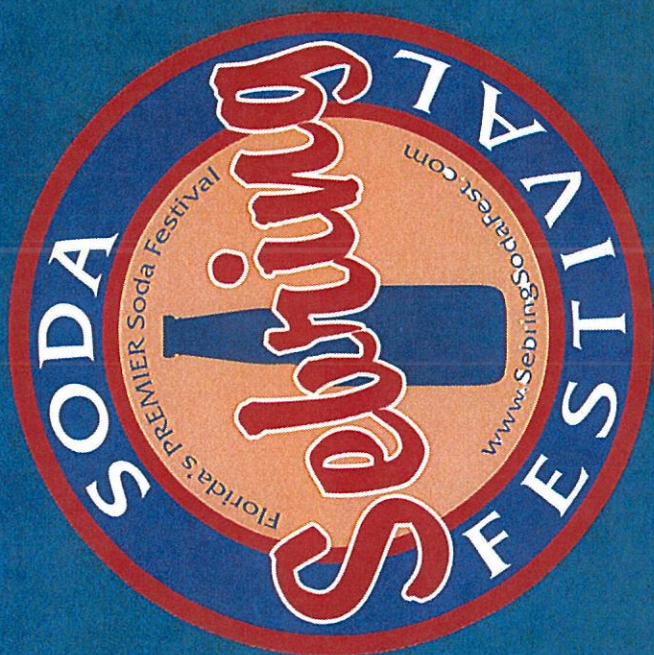
Drury-Smith, Tenille
227 US 27 NORTH
SEBRING, FL 33870

Annual Reports

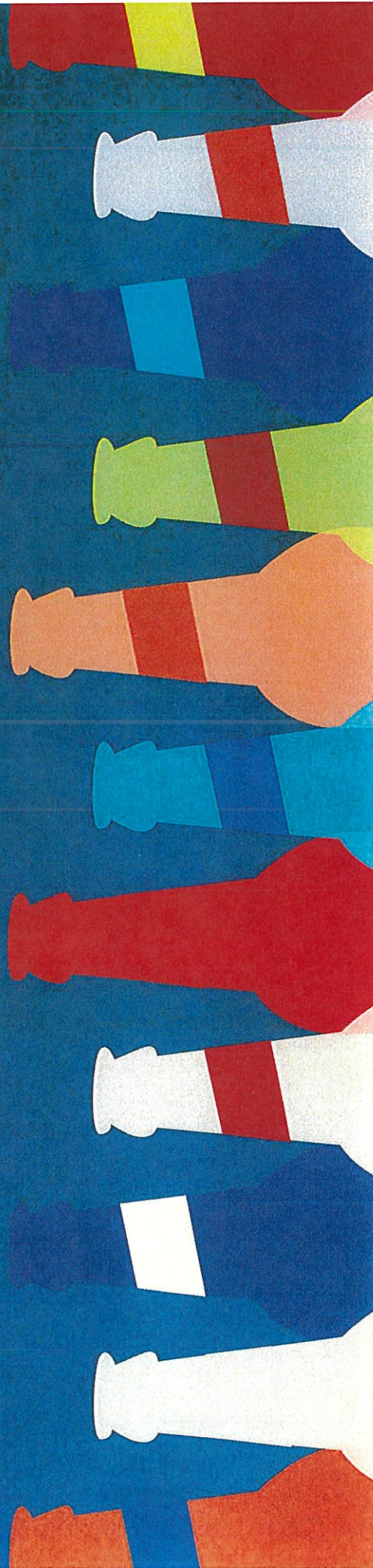
Report Year	Filed Date
2020	03/26/2020
2021	01/21/2021
2021	01/22/2021

Document Images

01/22/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format



MARKETING PLAN



MARKETING PLAN

SOCIAL MEDIA LOCAL & OUT OF AREA
- \$1,500
HEARTLAND LIVING MAGAZINE - \$1,095
NEWSPAPER LOCAL & OUT OF AREA
- \$4,000
RADIO LOCAL & OUT OF AREA - \$2,355
POSTERS AND BANNERS - \$800
DIGITAL BUILBOARDS LOCAL AND OUT
OF AREA - \$2,750
TELEVISION PR - \$0

TOTAL: \$12,500

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request approval of the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.

STATEMENT OF ISSUE

This Occupancy Agreement is standard for the Highlands County employee who manages the Shell Pit located in Charlotte County. An Agreement for occupancy is necessary for the employee (referred to as Caretaker) who resides on the property as part of the job requirements. A mobile home, owned by Highlands County, is present for the benefit of said Caretaker who must provide maintenance to the site, manage the equipment and pumps, and act as the primary contact for emergencies or after-hour operations.

RECOMMENDED ACTION

Move to approve the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Shell Pit Mobile Home Agreement-Glen Lieder 1-27-22.pdf](#)

**Highlands County Shell Pit Employee
Mobile Home Occupancy License Agreement**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2022, by and between Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue Sebring, Florida 33875 (hereinafter referred to as "OWNER"), and Glen Lieder, whose address is 648 Placid St Lake Placid Fl. (hereinafter referred to as "CARETAKER").

WITNESSETH:

WHEREAS, OWNER is the owner of a 2012 Imperial LTD Mobile Home (Model # 4448B and Serial # 30804 A & B) being, lying, and situated in Charlotte County, Florida, at the street address of 3750 State Road 31, Punta Gorda, Florida 33982 (hereinafter referred to as the "Mobile Home"); and

WHEREAS, the Mobile Home is located on real property owned by OWNER known as the Highlands County Shell Pit (hereinafter referred to as the "Shell Pit"); and

WHEREAS, OWNER wishes to have CARETAKER occupy the Mobile Home upon terms and conditions contained herein; and

WHEREAS, CARETAKER desires to occupy the Mobile Home on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, OWNER and CARETAKER hereby agree as follows:

1. **GRANT OF LICENSE:** OWNER hereby grants CARETAKER a license to occupy the Mobile Home until such time as OWNER terminates that license. As a condition of that license, CARETAKER is required to remain continuously employed by OWNER in a position that reports for work at the Shell Pit. If separation of employment occurs or CARETAKER is no longer employed in a position that reports for work at the Shell Pit, CARETAKER shall vacate the Mobile Home, vacate the Shell Pit, and re-enter the Shell Pit only if and to the extent authorized in writing, by the Highlands County Road and Bridge Director (hereinafter referred to as the "Director").
2. **UTILITIES:** CARETAKER agrees to contract and pay all mobile home utilities based upon occupancy of the Mobile Home. OWNER installed a 900 gallon underground septic tank and 500 Sq. Ft. drain field (Per City of Punta Gorda permit) that CARETAKER is responsible to maintain.
3. **TELEPHONE:** The OWNER will install and pay the cost of a basic landline telephone service for the Mobile Home. Basic service does not include long distance service or special services.
4. **OCCUPANTS:** CARETAKER and CARETAKER's spouse and children may occupy the Mobile Home pursuant to this Agreement. No other person may occupy the Mobile Home for more than fourteen (14) calendar days in any calendar year

unless the express written consent of the Director is obtained in advance. Guests staying more than fourteen (14) calendar days in any calendar year without written consent of the Director shall be considered breach of this Agreement.

5. **USES PROHIBITED:** CARETAKER shall not use or permit any part of OWNER's property to be used for anything other than residential purposes for CARETAKER and his immediate family. In addition, CARETAKER shall not engage in hunting activities, cut down, or otherwise disturb trees or vegetation, other than normal maintenance, or alter, damage or remove any structures or fencing located in or around. CARETAKER acknowledges that OWNER may impose additional prohibitions by sending CARETAKER written notice in accordance with the requirements set forth in Section 14 hereof.
6. **WASTE AND NUISANCE PROHIBITED.** During the term of this Agreement, CARETAKER shall not commit or suffer to be committed any waste or nuisance on OWNER property.
7. **INDEMNIFICATION:** CARETAKER agrees to indemnify and defend OWNER from and against any and all losses or damages that OWNER may sustain by reason of damage to property or injury to or death of any person, or for any losses or damages sustained by OWNER from false arrest, false imprisonment, malicious prosecution, libel or slander, or assault and battery or any similar type of offense caused by the negligence of CARETAKER while engaged in the services arising out of and within the scope of the performance of this Agreement. In addition, OWNER shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by CARETAKER or by any person who may at any time be using, occupying or visiting CARETAKER's home and/or space provided to CARETAKER by OWNER, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of CARETAKER or of any occupant, visitor or user of any portion of the subject property, or shall result from or be caused by any other matter or thing. CARETAKER agrees to indemnify and defend OWNER against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.
8. **PETS:** No animal, fowl, fish, reptile, or pet of any kind shall be allowed or kept inside the Mobile Home or elsewhere on the Shell Pit by CARETAKER or CARETAKER's family or guests without prior written authorization by the Owner.
9. **ALTERATIONS:** CARETAKER shall not: paint; wallpaper; alter or redecorate; change or install locks, screws or fastening devices, large nails, or adhesive materials; or place signs, displays, or other exhibits, on or in any portion of the Mobile Home or Shell Pit without the written consent of the Director.
10. **FURNISHINGS:** The following furnishings and equipment will be provided by OWNER: Refrigerator/freezer, range, ceiling fans, central air and heating unit, hot water heater, window blinds, underground septic tank and drain field, outside water tank and well for non-potable water, and water softening system for potable water in the Mobile Home.
11. **CONDITION OF PREMISES:** CARETAKER acknowledges that CARETAKER has examined the Mobile Home and that the Mobile Home and all furnishings, plumbing, heating, air conditioner, electrical facilities, septic and drain field facilities, non-potable and potable water facilities, and all other items provided by OWNER are all clean and in good satisfactory working condition.

CARETAKER agrees to keep the Mobile Home and utilities and furnishings in good order and good condition, subject only to normal, reasonable wear.

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

OWNER:

Highlands County, a political subdivision of the State of Florida
600 South Commerce Avenue
Sebring, FL 33870

CARETAKER:

Name:

Address:

Glen Lieder
648 Florid St
Lake Placid FL

13. **PROPERTY MAINTENANCE:** CARETAKER shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles provided by OWNER and shall cooperate in keeping the garbage area neat and clean. CARETAKER shall keep the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. CARETAKER shall pay for cleaning out any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stoppage of waste pipes or overflow from bathtubs, wash basins, or sinks. CARETAKER shall be responsible for lawn maintenance with a mower and hand tools provided by OWNER. CARETAKER shall maintain lawn equipment at OWNER's expense, approved, in writing, in advance by Director.
14. **INSURANCE:** CARETAKER shall, at all times during the term of this Agreement and at CARETAKER's sole expense, maintain in effect throughout the term of this Agreement General Liability insurance within minimum liability limit of \$100,000.00, which names OWNER as an additional insured. A certificate of insurance verifying the above coverage shall be provided to OWNER prior to CARETAKER inhabiting said home, and annually thereafter. Certificates shall be delivered to the individual named in Section 12 hereof. Failure to comply with insurance requirements may result in termination of this Agreement.
15. **ATTORNEY'S FEES.** Should any legal action be brought by either party to this arising from this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
16. **APPLICABLE LAW, VENUE AND JURY TRIAL WAIVER.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.
17. **ENTIRE AGREEMENT.** This Agreement, including referenced exhibits and attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior

Agreements or understandings shall have no force or effect whatever on this Agreement.

18. **MODIFICATION.** The Covenants, terms and provisions of this Agreement may be modified, by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
19. **TERM.** The term of this Agreement shall extend for three (3) years from the date of execution by the Board of County Commissioners of Highlands County.
20. **TERMINATION.** This Agreement may be terminated by either party, given thirty (30) days written notice, in accordance with Section 12 hereof.
21. **WAIVER.** Failure by OWNER or CARETAKER to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or options contained herein, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.
22. **RIGHT OF ENTRY AND INSPECTION:** OWNER will inspect Mobile Home and surrounding area at least two times per calendar year. OWNER may enter, inspect, and/or repair the Mobile Home at any time in case of emergency or suspected abandonment.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

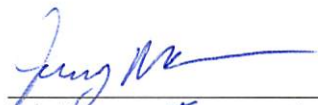
OWNER
HIGHLANDS COUNTY, a political subdivision of the
State of Florida
By Its Board of County Commissioners

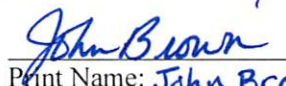
By: _____
Kathleen Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of the Court

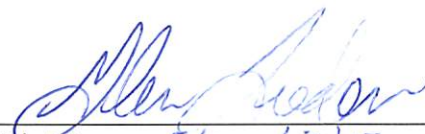
WITNESSES:



Print Name: Terry M. Queen


Print Name: John Brown

CARETAKER

By: 

Print Name: Glen Lieder

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: FEBRUARY 15, 2022

SUBJECT/TITLE: Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup April 30, 2022.

STATEMENT OF ISSUE

The Placid Lakes Homeowner Association is requesting that the board waive the landfill tipping fee for their annual community canal cleanup scheduled for Saturday, April 30, 2022. The waste will be hauled to the landfill Monday, May 2, 2022.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fee for The Placid Lakes Homeowner Association Annual Community Canal Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Canal Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.

Attachments: [Placid Lakes Canal Cleanup Brd. Mtg. 2-15-22.pdf](#)
[Email - Karen Lepera requesting Canal clean up 1-18-22.pdf](#)

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED PLACID LAKES HOME OWNERS ASSOCIATION - CANAL CLEANUP						
Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
<u>2015</u>						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1477875	3/13/2015	199	2.23	\$ 45.00	\$ 100.35	
1488466	8/22/2015	199	0.95	\$ 45.00	\$ 42.75	
			3.18		\$ 143.10	
<u>2016</u>						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1503940	4/2/2016	199	1.22	\$ 45.00	\$ 54.90	
			1.22		\$ 54.90	
<u>2018</u>						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1564101	3/3/2018	199	1.24	\$ 45.00	\$ 55.80	
1564168	3/3/2018	199	1.73	\$ 45.00	\$ 77.85	
			2.97		\$ 133.65	
<u>2019</u>						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1600195	3/19/2019	2002	1.04	\$ 45.00	\$ 46.80	
1600404	3/21/2019	2002	1.28	\$ 45.00	\$ 57.60	
			2.32		\$ 104.40	
<u>2020</u> CANCELLED DUE TO COVID						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
<u>2021</u>						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1675921	4/28/2021	2001	0.82	\$ 45.00	\$ 36.90	
1675944	4/28/2021	2001	0.91	\$ 45.00	\$ 40.95	
			1.73		\$ 77.85	

Willis, Jennifer

From: Willis, Jennifer
Sent: Tuesday, January 18, 2022 3:36 PM
To: Diefendorf Jr, Robert A.
Subject: FW: Placid Lakes Canal Cleanup

Please read the email below.

Sincerely,

Jennifer



Jennifer L. Willis

Engineering Department Administrator
Highlands County Board of County Commissioners
Email: jwillis@highlandsfl.gov
Phone: 863-402-6877
Online: <http://www.highlandsfl.gov>
Address: [505 S Commerce Ave, Sebring, FL 33870](https://www.google.com/maps/place/505+S+Commerce+Ave,+Sebring,+FL+33870)

Per F.S. 668.6076 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

From: Lepera, Karen
Sent: Tuesday, January 18, 2022 2:43 PM
To: Landers, Alisha M. <alanders@highlandsfl.gov>
Subject: Placid Lakes Canal Cleanup

Good Morning,

The Placid Lakes Special Benefit District will be conducting a canal cleanup on Saturday, April 30, 2022. They are requesting 2 dumpsters to be placed in Tobler Park on Catfish Creek Road.

The contact name for this event will be either Brad Shuman. His email address is below:

Dshuman161@comcast.net

Please let me know if you need additional information.

Thank you,
Karen

Karen M. Lepera
NAV Specialist
Office of Management & Budget
Highlands County Board of County Commissioners

PH: 863-402-6520
CELL: 863-991-0129
FAX: 863-402-6507
EMAIL: klepera@highlandsfl.gov

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

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

SUBJECT/TITLE: Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup April 9, 2022.

STATEMENT OF ISSUE

The Placid Lakes Homeowner Association is requesting that the board waive the landfill tipping fee for their annual community cleanup scheduled for Saturday, April 9, 2022. The waste will be hauled to the landfill Monday, April 11, 2022.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fee for The Placid Lakes Homeowner Association Annual Community Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.

Attachments: [Placid Lakes HOA Community Cleanup History Brd. Mtg. 2-15-22.pdf](#)
[Email - Karen Lepera requesting Community clean up 1-18-22.pdf](#)

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED PLACID LAKES HOA COMMUNITY CLEAN-UP						
Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
<u>2017</u>						Board Waived Fees - Placid Lakes HOA Community Clean-up
1528419	3/25/2017	2001	1.12	\$ 45.00	\$ 50.40	
			1.12		\$ 50.40	
<u>2018</u>						Board Waived Fees - Placid Lakes HOA Community Clean-up
1572963	5/24/2018	2001	1.45	\$ 45.00	\$ 65.25	
1573338	5/24/2018	2001	2.76	\$ 45.00	\$ 124.20	
1574066	5/24/2018	2001	1.75	\$ 45.00	\$ 78.75	
1574265	5/24/2018	2001	3.06	\$ 45.00	\$ 137.70	
1574376	5/24/2018	2001	1.07	\$ 45.00	\$ 48.15	
			10.09		\$ 454.05	
<u>2019</u>						Board Waived Fees - Placid Lakes HOA Community Clean-up
1602903	4/15/2019	2002	0.8	\$ 45.00	\$ 36.00	
1602933	4/15/2019	2002	2.35	\$ 45.00	\$ 105.75	
1603431	4/19/2019	2002	0.44	\$ 45.00	\$ 19.80	
			3.59		\$ 161.55	
<u>2020</u> CANCELLED DUE TO COVID						Board Waived Fees - Placid Lakes HOA Community Clean-up
<u>2021</u>						Board Waived Fees - Placid Lakes HOA Community Clean-up
1675127	4/20/2021	2001	1.55	\$ 45.00	\$ 69.75	
1675925	4/28/2021	2001	0.57	\$ 45.00	\$ 25.65	
1675930	4/28/2021	2001	2	\$ 45.00	\$ 90.00	
1676288	4/28/2021	2001	0.91	\$ 45.00	\$ 40.95	
			5.03		\$ 226.35	

Willis, Jennifer

From: Willis, Jennifer
Sent: Tuesday, January 18, 2022 3:29 PM
To: Diefendorf Jr, Robert A.
Subject: FW: Placid Lakes Community Clean up Request

Bob,

See Karen's email below that she send to Alisha.

Sincerely,

Jennifer



Jennifer L. Willis

Engineering Department Administrator
Highlands County Board of County Commissioners
Email: jwillis@highlandsfl.gov
Phone: 863-402-6877
Online: <http://www.highlandsfl.gov>
Address: [505 S Commerce Ave, Sebring, FL 33870](#)

Per F.S. 668.6076 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

From: Lepera, Karen
Sent: Tuesday, January 18, 2022 2:38 PM
To: Landers, Alisha M. <alanders@highlandsfl.gov>
Subject: Placid Lakes Community Clean up Request

The Placid Lakes Home Owners Association will be conducting their annual community cleanup day on Saturday, April 9th and is requesting the following:

3 dumpsters – 2 for garbage and one for tires

Approximately 30 – 40 sticks to pick up garbage
Reflective vests – approx.. 40
And trash bags.

Location of the drop off for the dumpsters will be determined soon.

Please let me know what we need to do to get this approved.

Thank you,
Karen

Karen M. Lepera
NAV Specialist
Office of Management & Budget
Highlands County Board of County Commissioners

PH: 863-402-6520
CELL: 863-991-0129
FAX: 863-402-6507
EMAIL: klepera@highlandsfl.gov

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 2-15-2022

PRESENTER: Sherri L. Bennett, Human Resources Director

SUBJECT/TITLE: Request approval to change title and pay grade of the position Parks & Facilities Superintendent to Parks & Facilities Director, change pay grade from 117 to pay grade 121.

STATEMENT OF ISSUE

This position's pay grade will be consistent with other Directors pay grades

RECOMMENDED ACTION

Move to approve change in title and pay grade for the position of Parks & Facilities Superintendent to Parks & Facilities Director and change pay grade from a 117 to 121.

FISCAL IMPACT

No Fiscal Impact

Attachments: [Parks & Facilities Director \(1101\) 2-03-2022.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: Parks & Facilities Director		Division: Parks & Facilities		Department: Parks & Facilities	
Job Code: 1101		Pay Grade: 121		Pay Band: \$76,011.19- \$117,817.34	
Included/Exempt: Exempt		Type of Transaction:			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	

1. This position reports directly to: Job Title	County Administrator	Job Code	0200	Pay Grade	
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2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					
Building Maint Spec / 0902 / 105	Groundskeepers II / 0909 / 104				
Custodial Supervisor / 0903 / 106	Groundskeepers II / 0909 / 104				
Parks & Nat. Res Asst / 1041 / 108	Building Maint Lead / 1102 / 104				
Parks & Rec Supv / 0926 / 114					
Carpentry Supv / 0974 / 113					

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a professional position responsible for the Buildings and Grounds Department. Responsibilities include administrative, supervisory, and field work in coordinating the building and ground maintenance needs of the County. The individual filling this position should be assertive enough to supervise staff working in diverse skilled, semi-skilled, and laboring activities. This individual should also enjoy working outdoors and be very self-directed.

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.

- Directs and coordinates the work activities of parks and recreation, building maintenance and custodial staff.
- Manages and coordinates the activities of subordinate supervisors and employees including determining work procedures, issuing instructions and assigning duties, reviewing work, recommending and approving personnel actions, conducting performance reviews, and conducting departmental training and orientation.
- Frequently inspect buildings and grounds for routine repairs and maintenance and identifies current or potential safety issues.
- Pro-actively identifies future needs, issues, and concerns.
- Schedules, coordinates, supervises, and assists building maintenance personnel in the performance of preventive maintenance, repair, and renovation of County facilities.
- Provides project management for major and minor repairs and renovations to County buildings.
- Conducts frequent inspections of facilities to insure proper janitorial services are completed.
- Schedules personnel as needed to perform building and ground maintenance and janitorial duties.
- Oversees the preparation and management of the Buildings and Grounds budget. Forecasts future needs and incorporates them into the budget.
- Manages supply inventory. Directs staff in the prepares and submittal of requisitions for supplies, equipment, and services.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

- Knowledge of technology issues concerning building systems and equipment, HVAC, plumbing, electrical, roofing, pest control, and general maintenance/construction.
- Knowledge of materials, methods, and techniques required to maintain buildings and building equipment.
- Knowledge of equipment and equipment capabilities required by the custodial function and the maintenance/repair function.
- Knowledge of the occupational hazards and safety precautions related to building maintenance and custodial activities and precautionary practices.
- Knowledge of and familiarity with the organizational structure of county government.
- Skilled in the proper methods of custodial services and building maintenance, renovation, and construction.
- Ability to plan and supervise the work of others.
- Ability to understand, follow, and communicate oral and written instructions.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. 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. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. Frequently operates motor vehicle for up to eight (8) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

Experience:

Graduation from high school or possession of an acceptable equivalency diploma and a minimum of eight (8) years of experience in the building maintenance, grounds maintenance or custodial field of which half must be in a supervisory position.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.

Other job related requirements:

Disaster Essential.

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

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:

County Administrator

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: February 15, 2022

PRESENTER: Meghan DiGiacomo - Executive Manager of Business & Economic Development
- Highlands County Economic Development

SUBJECT/TITLE: Request approval of the contract between Highlands County and VisionFirst Advisors for Facilitated Process Improvement Strategy project.

STATEMENT OF ISSUE

This project will address Commissioner Priority 4: Work to streamline bureaucracy to protect and grow economy; encourage economic development to focus on grants to retain and expand existing businesses and keep an eye on new opportunities.

Highlands County is growing in population, industry, and notoriety. Given the projections for growth, it is wise to step back and proactively assess how the county's governmental departments are positioned to ensure that growth is both transformative and impactful. To do this, the departments should work together to develop processes that focus on effective communication and efficiency. Ultimately, the goal is to establish a greater understanding of the mission and protocols for each department while developing a process that transcends traditional silos. Successful strategies cannot rely on a cookie cutter formula but must be original and tailored to fit the different needs of individual communities and create an overall countywide benefit.

Staff has obtained a proposal from VisionFirst Advisors and their strategic partners at the Florida Institute of Government (FIOG). The Florida Institute of Government was established in 1981 and is dedicated to its mission of enhancing capacity of Florida's governments and communities through education and training, technical assistance and applied research, and public service. The Institute serves the public's interest through affiliated offices, of which their main executive office is the Florida State University (FSU).

In conversations with both VisionFirst Advisors and the Florida Institute of Government, staff has learned that this proactive project is the first of its kind and is of such interest to FSU and the Florida Institute of Government as they consider it a novel pilot program. While county departments already run very smoothly and levels of bureaucracy have been improved over recent years, there is always room for improvement and a third-party review by process experts will provide an opportunity for a facilitated training session on further improving efficiencies and creating a more business and development friendly county environment. This effort will also result in competitiveness advantages for our community.

RECOMMENDED ACTION

Move to approve the contract between Highlands County and VisionFirst Advisors for Facilitated Process Improvement Strategy project.

FISCAL IMPACT

No fiscal impact. The \$55,000 for the agreement is encumbered in Project 20069 from the prior fiscal year.

Attachments: [Faciliated Process Improvement Agreement.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **VisionFirst Advisors, LLC, a Foreign Limited Liability Company**, 1020 Highlands Colony Parkway, Ste. 1400, Ridgeland, MS 39157, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY is in need of Facilitated Process Improvement Strategy Sessions for staff; and,

WHEREAS, the CONTRACTOR submitted a proposal most advantageous to the COUNTY related to the services the COUNTY desires; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend from the date of execution through the completion of the Scope of Services, with only those specifically identified provisions hereof surviving the natural expiration of this Agreement.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

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

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

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

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

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

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 7. TERMINATION

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 9. INSURANCE.

The CONTRACTOR shall maintain insurance coverage in the types and amounts as deemed appropriate by the COUNTY.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the COUNTY as a Certificate Holder on all applicable policies with the following clause:

Highlands County, a Political Subdivision of the State of Florida
and its elected officials, its agents, employees, and volunteers.
600 South Commerce Avenue, Sebring, FL 33870
4. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of insurance shall confirm in writing that these provisions apply.
5. Recognizes the Indemnification requirements of this Agreement.
6. The name of the insurer,
7. The number of the policy,
8. The effective date,
9. The termination date,
10. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

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

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

SECTION 14.

INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

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

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. SEVERABILITY.

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

SECTION 22. WAIVER.

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

SECTION 23. NOTICE.

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

COUNTY:	Board of County Commissioners of Highlands County Attn: Randy Vosburg 600 S. Commerce Ave, Sebring, FL 33870
Copy to:	Sherry G. Sutphen, Esquire County Attorney 600 S. Commerce Ave, Sebring, FL 33870
CONTRACTOR:	VisionFirst Advisors, LLC. 1020 Highlands Colony Parkway, Ste. 1400 Ridgeland, MS 39157

SECTION 24. MODIFICATION.

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

precedence.

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 31. SOVEREIGN IMMUNITY.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the

subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>

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

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

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27 day of January, 2022.

CONTRACTOR

By: [Signature]

Print: President & CEO

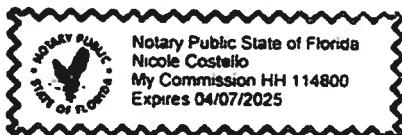
Title: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Gray Swoope, as President & CEO, of VisionFirst Advisors, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced personally known as identification, and who did/did not take an oath this 27 day of January, 2022.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



HIGHLANDS COUNTY, FLORIDA

Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"

Scope of Services

1. Building Project Consensus

It is important to begin the work by conducting an online meeting with VisionFirst/FIOG and the Highlands County team to review the scope of work and project objectives, as well as pinpoint expected outcomes and deliverables. A timeline will be established with milestones for deliverables.

Project components to include:

- Hold a kick-off planning session.
- Conduct an overview of participating departments and review previous training sessions and process improvement efforts.
- Formulate agenda and schedule meetings with attendees.

Deliverable: Finalize agenda and outcomes for expected attendees of the sessions and confirm meeting dates and times.

2. Facilitate Departmental Roundtable:

For the departments of Highlands County government to function effectively and meet goals, work products and processes must be built on a solid foundation that supports its efforts and provides a set of strategies for the staff. A key component of that foundation is effective coordination with partners and stakeholders that support the overall programs and initiatives. To help Highlands County move forward in their initiatives and find increased success, VisionFirst will conduct a facilitated staff planning session over two half days. The sessions will include presentations, process improvement activities and learning exercises.

The session will focus on six topic areas including:

1. Understanding current missions and goals
2. Building value to community
3. Identifying best practices and efficiencies
4. Defining a comprehensive approach for collaboration
5. Increasing county and regional competitiveness

It is anticipated that session will begin on day one at 10 am and conclude at 3 pm. The following session for day two will begin at 9 am and conclude at noon. At the conclusion of the sessions, staff will have a roadmap for how Highlands County can improve processes, procedures, and efficiencies to enhance quality of life for businesses and residents.

Project components to include:

- Lead staff retreat over the course of two days for discovery, efficiencies, collaboration and education.
- Identify strategies that create a county-wide culture of performance excellence

and continuous improvement as a means of helping to provide efficient, accessible and effective county services.

- **Deliverable:** Facilitate planning and collaboration sessions and activities and assemble notes and ideas discovered.

3. Assemble Recommendations & Opportunities Moving Forward

Utilizing the input from the sessions, VisionFirst and FIOG will summarize information into a suite of strategies and tactics to unite the county's offerings and outreach to enhance the departments' efforts and provide a pathway for continued involvement over the next 12 months.

Project components to include:

- Review and recommend potential increased process and efficiency strategies.
- Identify performance metrics considered during the implementation of the goals and strategies.

Deliverable: Assemble process improvement, efficiency strategies and develop suggested metrics into a high-level report for distribution within county departments

Exhibit "B"
Pricing Schedule

PROFESSIONAL FEES AND EXPENSES:

- 1. The term of this agreement shall begin on or about February 1, 2022 and end no later than May 23, 2023.**
- 2. The cost of implementation services will be billed at a professional services rate of \$50,000; this rate does not include travel expenses which will be paid separately to VisionFirst Advisors. Such travel expenses will be capped at 10% of the total contract value or an amount not to exceed Five Thousand Dollars (\$5,000.00). Payment for professional services shall be made pursuant to Florida's Prompt Payment Act upon the County's receipt of an accurate invoice from VisionFirst.**

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Sarah Albritton, Capital Project Manager

SUBJECT/TITLE: Request consideration of Professional Services Agreement between Highlands County and CMHM Architects , Inc. to perform architectural and other engineering services for remodel and expansion of the Emergency Operations Center; Project No. 19040.

STATEMENT OF ISSUE

A remodel of the Emergency Operations Center was first approved in FY19/20 Capital Financial Strategy with a projected allocation of \$535,000. American Rescue Plan Act funding was allocated to this project this year. This will allow remodeling of approximately 80% of the current space and an expansion to better serve the Emergency Operations Center's needs. The total project budget is now \$2,801,892.76.

RECOMMENDED ACTION

Move to Approve Professional Services Agreement between Highlands County and CMHM Architects , Inc. to perform architectural and other engineering services for remodel and expansion of the Emergency Operations Center; Project No. 19040 in the amount of \$208,190.00.

FISCAL IMPACT

The fiscal impact will be \$208,190.00 to Project 19040, however, the funding for this project has already been approved and budgeted.

Attachments: [20-024 CSA 19040 EOC Remodel FINAL.CEB.pdf](#)

HIGHLANDS COUNTY, FLORIDA AUTHORIZATION FORM

Select One of the following	
☐ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#
☒ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	#1
Upon binding execution by both Parties, this CSA becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and CMHM Architects, Inc. (CONSULTANT), dated March 16, 2021. In accordance with Florida Statutes Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outline in the Agreement.	Project Amount: \$208,190.00
	Budget Account Number: Fund or cost enter/account/project #, if applicable. 3996/56200Z/19040
	RFP# 20-024 Category 1 Architecture
	Master Contract Date: 03/16/2021

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☒ Exhibit A – Scope of Work ☒ Exhibit B – Compensation	☒ Exhibit C – Sub-Consultants ☐ Exhibit D – Plans/Drawings/Survey
DEPARTMENT APPROVAL	
Recommended by Print Name: Sarah Albritton, Capital Project Manager	Reviewed by Print Name: Laney Stearns, Public Safety Director
X Digitally signed by Sarah Albritton Date: 2022.01.26 14:05:08 -05'00'	X 1/26/22
1. Project Manager Signature	2. Director or Designee Signature
Date	Date
CONSULTANT ACCEPTANCE	
Consultant's Designated Agent (CMHM) Print Name: Benjamin F. Mundy	Consultant Project Manager: Print Name: C. Keith Hunnicutt
X 01/31/22	Select one of the items below: ☒ Signer appears on Sunbiz.org OR ☐ Signatory Authority is attached.
3. Consultant Signature	
Date	
PURCHASING REVIEW	
Purchasing Manager or Designee Print Name: Christine Davis	County Attorney or Designee Print Name: Chantel Brutus, Legal Assistant
X Christine Davis Digitally signed by Christine Davis Date: 2022.01.26 16:53:27 -05'00'	X For Sherry G. Sutphen, County Attorney
4. Purchasing Manager or Designee Signature	5. County Attorney or Designee Signature
Date	1/25/2022 Date
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name:	Board Chair (over \$50,000) Print Name: Kathy Rapp
X	X
6. County Administrator or Designee Signature	7. Board Chair or Designee Signature
Date	Date

Exhibit “A” Scope of Work

Project: EOC Remodel

Summary: Project includes remodeling and adding additional space to the existing 7617 GSF building to better serve the EOC functions. It is likely that at least 80% of all the current space will require some amount of remodeling or updating; the space utilized by dispatch will remain unchanged. It is anticipated the construction schedule will closely follow the completion of the construction documents. This project will be designated an ‘Essential Facility’ as defined by the Florida Building Code with an anticipated construction budget of \$2,000,000. Consultant to provide basic full scope services that include schematic design, design development, construction documents, bid administration, and construction administration. To include structural, civil, mechanical, plumbing, and electrical design. Fire alarm and sprinkler design will be based on a performance design and will be completed and permitted by the installing contractor.

SECTION I. TASK 1. Schematic Design - Based on discussions with the owner and the as-built information previously gathered, we will refine and develop that information into an organized building plan. This plan will indicate all rooms, doors, and windows while the exterior elevations, if needed, will define the exterior character of the building.

Deliverables

- Site plan with building footprint located in context with adjacent development.
- Floor plan drawing showing the anticipated remodeled building, including room identifications and basic dimensions.
- Exterior elevations with window openings and finish materials identified.
- Soils report indicating recommended preparation of soils to support building foundations.

SECTION II. TASK 2: Design Development - Based on approval of Schematic Design documents and any revisions authorized by the Owner related to the program, schedule, or budget, CMHM will proceed with the Design Development phase of the project. As implied, we will more fully define the architectural character of the building, and identify the structural, mechanical, and electrical systems, materials, and other appropriate elements.

Deliverables

- Architectural Site Plan with fully defined layout for new concrete walks, entry additions, stormwater, retention areas, modification to existing septic system and connection to City of Sebring waste water system, etc.
- Floor Plan with dimensions, size and proposed use of all spaces; to include preliminary layout of equipment and furniture. Structural elements such as columns and bearing walls to be shown.
- Furniture Location Plan.
- Life Safety Plan shall identify all exits, fire or smoke rated walls, emergency egress openings, emergency lighting, fire protection sprinkler system and any other life safety

item/ feature relevant to the facility. All code related issues shall be addressed.

- Exterior Elevations.
- Building/ Wall Sections to include typical floor, ceiling and structural elevations; structural systems; and basic interior and exterior finish materials.
- Mechanical Drawings: identify basic systems and locations for major pieces of equipment.
- Electrical assessment of emergency generator and anticipated needs.

At conclusion of this phase, all major design decisions should have been made, or alternative solutions identified.

SECTION III. TASK 3: Construction Documents - Based on approval of Design Development documents and any adjustments authorized by the Owner related to the scope or quality of the project or budget, CMHM and our consultants will proceed with completing Construction Documents. These documents shall consist of drawings and specifications describing in detail all requirements necessary to complete the construction of the project.

Deliverables

- Complete set(s) of Construction Drawings and Specifications which describe in detail all requirements necessary to complete construction of the project. Alternates, if any, will be included.
- All drawings and specifications to be made available electronically (both in PDF and CADD versions) by the architect to the owner.
- Four sets of signed and sealed documents for permitting and owners use.
- Florida Energy Code for Building Construction as required for permitting.

SECTION IV. TASK 4: Bid Administration

Deliverables

- Issue construction documents and bid forms as necessary to Highlands County Purchasing Department.
- Respond to bidder and permitting agency questions as required.
- Issue Addenda as required.
- Assist the Owner as needed in selecting an acceptable bid.

SECTION V. TASK 5: Construction Administration

Deliverables

- CMHM will respond to all questions which arise.
- Review Shop Drawings
- Respond to General Contractor's Requests for Information and issue written responses in a timely manner.
- Architect to attend periodic construction meetings (or as needed) and review construction progress through completion.
- Pay request reviews and approvals.
- Architect and MPE engineers to make Punch List Inspection.

- Coordinate all material /color selections.
- Review all project closeout documents including warranties and as-built drawings.
- Provide a high-resolution PDF copy of the as-built drawings.

Services Not Included:

- Site surveying
- LEED or Green Building design project certification related services
- Third party (engineer) building systems commissioning
- Agency permit and/ or application fees
- Furniture design or selection of individual furniture pieces and manufacturer
- Design upgrades or improvements to existing sewer lift stations or utility pumps
- Traffic studies/ traffic engineering
- Environmental inspections or approvals/ documents
- Offsite improvements
- Data systems and IT design
- Upgrades or re-design of emergency power generators and/or systems.
- Upgrades or re-design of emergency tele-communications equipment and/or systems.

PERIOD OF SERVICES:

Activity	Task Duration (Calendar Days)	Milestones Days (from Notice to Proceed)
SCHEMATIC DESIGN	45	45
DESIGN DEVELOPMENT	75	120
CONSTRUCTION DOCUMENTS	90	210
TOTAL DESIGN PHASE DURATION		210
BIDDING AND PERMITTING	60	270
CONSTRUCTION ADMINISTRATION	TBD	

Upon receipt of a duly executed copy of this CSA, the CONSULTANT will promptly initiate the Scope of Services outlined above. The time to substantially complete the services of the EOC Remodel will be within two hundred and seventy days from the final execution of the Authorization not including construction administration.

**Exhibit “B”
Compensation**

TASK	DESCRIPTION	FEE
# 19040 - EOC Remodel		
1	Schematic Design 15%	29,203.50
2	Design Development 15%	29,203.50
3	Construction Documents 45%	87,610.50
4	Bid Administration 3%	5,840.70
5	Construction Administration 22%	42,831.80
FIXED FEE (Including Reimbursable Expenses)		\$ 194,690.00

Additional Services:

Our fee outlines what has traditionally been called Basic Architectural Services, which include civil, structural, mechanical, plumbing, and electrical engineering.

Any unspent amount of the allowance(s) will not be billed to the owner.

Our total fee is as follows:

Architectural Design Fee:	\$194,690.00
Geotechnical Exploration and Report Allowance	\$ 8,500.00
Emergency Generator Upgrade and/or Redesign Allowance	<u>\$ 5,000.00</u>
Total Fee:	\$208,190.00

**Exhibit “B” Continuation
Compensation**

Other than these fees noted, additional services requested by the owner shall be performed at an hourly rate per CMH Hourly Rate Schedule, or for a pre-approved fixed fee.

STANDARD HOURLY RATE SCHEDULE

October 01, 2021

Architect (Principal Registered Architect)	\$175/Hr
Senior Architect (Senior Project Architect)	\$135/Hr
Project Architect	\$115/Hr
Architect Intern (Intern Architect)	\$ 90/Hr
CADD/Computer Technician (CADD Operator)	\$ 85/Hr
Secretary/ Clerical	\$ 65/Hr

**Exhibit “C”
Subconsultants**

**Highlands County Board of County Commissioners Emergency operations Center -
Remodeling and Addition
Proposed Sub-Consultants**

**Civil Engineering
Polston Engineering
Sebring, FL 33871
Dale Polston
863-385-5564
dale@polstonengineering.com**

**Structural Engineering
Bowen Engineering Corporation
1528 Vassar Street, Orlando, FL 32804 Fred Bowen
407-423-7585
fbowen@bowen-corp.com**

**Mechanical Engineering
Pyramid Engineering, Inc.
5596 Rio Vista Drive, Clearwater, FL 33760 Mike Curkan
727-531-2989
mlke.curkan@pyramldengineering.org**

**Electrical Engineering
NewPower Consulting Engineers
15520 High Bell Place, Bradenton, FL 34212 Don Newman
813-489-9850
don.newman@new-pwr.com**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: February 15, 2022

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

SUBJECT/TITLE: Consideration of Interlocal Agreement between Highlands County and the Town of Lake Placid Related to Recycling

STATEMENT OF ISSUE

Attached for your approval is an Interlocal Agreement Between Highlands County and the Town of Lake Placid Related to Recycling.

The Board decided on August 18, 2021 to revise the Highlands County Solid Waste Collection Program and change the way residential recycling materials were collected. The program was changed from curbside residential collections to recycling drop-off centers. Highlands County would coordinate construction of three (3) recycling drop-off centers throughout the County in 2022 in locations where both County and Municipality residents would be able to bring clean recycling materials for drop off at the centers. The Interlocal Agreement between Highlands County and the Town of Lake Placid related to Recycling will provide for the establishment of the first of three recycling drop-off centers in Highlands County.

RECOMMENDED ACTION

Move to approve Interlocal Agreement between Highlands County and the Town of Lake Placid Related to Recycling.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget at this time since budget amendment 21-22-041 was brought to the Board during the 1/18/22 meeting transferring \$75,000.00 from the Solid Waste Reserve for Contingency account to cover the expenditures for all three (3) locations.

Attachments: [Interlocal for Recycling Site.LAKE PLACID.SGS CLEAN w RAD rev.pdf](#)

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE TOWN OF LAKE PLACID, FLORIDA
RELATED TO RECYCLING**

This Interlocal Agreement is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, (“County”), and the Town of Lake Placid, a municipal corporation organized and existing under the laws of the State of Florida (“City”).

WITNESSETH:

WHEREAS, pursuant to Florida Statutes, Section 403.706, Highlands County is required to implement a recycling program with a goal of increasing the percentage of solid waste used for recycling; and

WHEREAS, Florida Statutes, Section 403.706, strongly encourages municipalities to participate in the preparation and implementation of recycling management programs; and

WHEREAS, the County and the City are encouraged to form cooperative arrangements for implementing such recycling programs; and

WHEREAS, it has been determined that a better plan for achieving countywide recycling goals is to maintain recycling drop off locations throughout Highlands County rather than providing curbside recycling services; and

WHEREAS, the County and the City acknowledge the public benefit in utilizing local drop off sites to educate members of the public regarding countywide recycling needs; and

WHEREAS, the County and the City have determined that it is in their mutual best interest to enter into an Interlocal Agreement for the purpose of defining and implementing a recycling plan.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals.
The above recitals are true and correct and incorporated herein.
2. City Obligations.
 - A. For and in consideration of the City’s participation in the countywide recycling efforts, the City hereby permits the County to use that portion of 25 W. Royal Palm Street, Lake Placid, Florida, as depicted in **Exhibit “A”** attached hereto (“Recycling Premises”), at no cost to the County, for the purpose of constructing, operating and maintaining a recycling collection site with capability of accepting incidental, rejected and non-recyclable

household items, together with the right of ingress and egress by the public and any necessary contractors.

- B. The City shall cooperate with the County to develop appropriate roadway and other signage to direct the public to the facility.
- C. The City shall use its best efforts to notify and educate its residents of the Recycling Premises and the appropriate use of the same utilizing a County provided Internet link or such other information and education materials deemed appropriate by the City.
- D. The City shall add the Recycling Premises to its collection route on at least one day each week in order to ensure removal of any incidental, rejected and non-recyclable household items brought to, or illegally dumped at, the Recycling Premises.

3. County Obligations.

- A. The County shall utilize the Recycling Premises for the purpose of constructing, operating and maintaining a recycling collection site with capability of accepting incidental, rejected and non-recyclable household items, together with the right of ingress and egress by the public and any necessary contractors.
- B. The County shall:
 - i. Install and maintain a six-foot, chain link, perimeter fence, with locking gates, around the Recycling Premises, which may join the Recycling Premises with the adjacent County property located at 17 W. Royal Palm Street, Lake Placid, Florida;
 - ii. Maintain landscaping and mow the Recycling Premises as the County deems appropriate in its sole discretion;
 - iii. Maintain the Recycling Premises in a secure manner as the County deems appropriate in its sole discretion;
 - iv. Maintain no more than four (4) roll off containers on the Recycling Premises at any one time;
 - v. Maintain the Recycling Premises in a clean and orderly manner so as to not allow recycling materials or other trash and debris to overflow or accumulate outside of appropriate containers;
 - vi. Install and maintain signage on the fence regarding hours of operation and prohibited activities, as deemed necessary;

- vii. Ensure the Recycling Premises is staffed during all hours of operation by either a County staff person or an employee of the County's Solid Waste Services Contractor; and
- viii. At its sole cost and expense shall report the joint recycling efforts of the County and the City to any applicable Federal and/or State Agencies.

4. Term and Termination.

This Agreement shall take effect immediately upon execution and shall remain in effect until terminated. Either party may terminate this Agreement, given at least 180 days written notice to the other party.

5. Indemnification.

- A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
- B. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
- C. These provisions are in no way intended as a waiver of the parties' rights to sovereign immunity.

6. Sovereign Immunity.

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

of any third party for the purpose of allowing any claim against the County or the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

7. Entire Agreement.

This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

8. Notice.

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

COUNTY: Highlands County
 Attention: County Administrator
 600 N. Commerce
 Sebring, Florida

CITY: Town of Lake Placid
 Attention: Town Administrator
 1069 US 27
 Lake Placid, Florida 33852

9. Governing Law and Venue.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

10. Waiver.

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

11. Amendment.

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

12. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is

understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

13. Joint Negotiations.

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

14. Recording.

The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the City.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

TOWN OF LAKE PLACID

John Holbrook, Mayor

ATTEST:

Eva Cooper Hapeman, Town Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: N/A

SUBJECT/TITLE: Request approval to accept a \$15,000.00 grant from Duke Energy for the purpose of preparedness campaign

STATEMENT OF ISSUE

The Public Information Office applied for, and was granted a \$15,000.00 grant to enhance our preparedness campaigns for the multiple emergencies that can occur in our County. This grant will help the County provide more presentations and educational materials and collaterals to our residents and therefore improving the chances for them to be better prepared during an emergency.

RECOMMENDED ACTION

Move to approve the acceptance of a \$15,000.00 grant from Duke Energy for the purpose of preparedness campaign.

FISCAL IMPACT

\$15,000.00 added to the general fund.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 02/15/2022

PRESENTER: Casey Hartt, Lead Marketing Consultant, Visit Sebring
Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Request approval for the “Thank You Senate” campaign letter to show appreciation to our State Senator for his value placed on Florida tourism and the tourism promotion efforts that drive the success of our state’s tourism industry.

STATEMENT OF ISSUE

The “Thank You Senate” campaign has been organized by Destinations Florida and is designed to thank the Senate for their past support of the Florida tourism industry and reinforce that support as we move through this current legislative session. We are also using this campaign to underscore the importance of protecting the permissible uses of Tourist Development Taxes.

RECOMMENDED ACTION

Motion to approve the “Thank You Senate” campaign letter to show appreciation to our State Senator for his value placed on Florida tourism and the tourism promotion efforts that drive the success of our state’s tourism industry.

FISCAL IMPACT

No fiscal impact.

Attachments: [TDC thank you senate campaign letter.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ADMINISTRATION

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

Feb. 2, 2022

The Honorable Ben Albritton
Florida Senate
308 Senate Office Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Dear Senator Albritton:

Thank you for always being a steadfast supporter of Florida's tourism industry and the organizations that promote tourism in the Sunshine State. It is thanks to your support that 1.6 million Floridians have jobs and the local tax revenue generated by tourism is saving your constituents an average of \$1,500 in taxes annually.

Here in Highlands County, within your district, the local tourism industry puts nearly 4,000 of your constituents to work and creates \$22.2 million in state and local tax revenue that help pay for critical services such as public safety, education, infrastructure and affordable housing. Through our tourism promotion efforts, Visit Sebring is ensuring that we keep attracting the visitors we need to maintain those jobs and revenues.

You are also doing your part to help those in your district whose livelihoods rely on tourism. Small businesses, local eateries, large attractions and major corporate hotels, can all count on you to be a champion of the industry.

In October 2020, when our hotels and restaurants were in desperate need of customers, Visit Sebring brought in the first Gran Fondo New York (GFNY) cycling race which resulted in an estimated \$655,000 in economic impact, \$49,000 in state/local taxes collected and \$330,000 in projected hotel impact. This is just one example of how tourism is helping the businesses in Highlands County.

Finally, I would also like to pass along that your support has been especially meaningful these past two years as we have battled through some of the most challenging circumstances the tourism industry has ever faced. With you by our side, as an advocate, the Florida tourism industry is making tremendous strides toward returning to pre-pandemic levels through aggressive tourism promotion efforts by VISIT FLORIDA and other local destination marketing organizations. Together, we are putting our state on the path to economic recovery.

In closing, the Highlands County Board of County Commissioners and the Highlands County Tourist Development Council appreciate the value you place on Florida tourism and the tourism promotion efforts that drive the success of our state's tourism industry. Thank you for your ongoing support and your service to the State of Florida.

Sincerely,

Commissioner Kathleen R. Rapp
Chairwoman
Board of County Commissioners

Randy Vosburg
County Administrator

Casey W. Hartt
Lead Marketing Consultant
Visit Sebring

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request acceptance of Residential Substance Abuse Treatment (RSAT) Program grant award and request adoption of Resolution 21-22-70 for approval of Budget Amendment 21-22-047.

STATEMENT OF ISSUE

Attached is a continuation grant in the amount of \$82,500 for the Residential Substance Abuse Treatment Program which contains a required match of \$27,500 that was included in the FY21-22 adopted budget.

RECOMMENDED ACTION

Move to approve and accept grant award Contract No. 2022-RSAT-HIGH-1-6R-002 in the amount of \$82,500 with a required match of \$27,500. In addition, move to adopt resolution 21-22-70 for approval of budget amendment 21-22-047.

FISCAL IMPACT

There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budget funds. A match of funds by the Board in the amount of \$27,500 was approved in the FY21-22 adopted budget.

Attachments: [21-22-047 Project 21065 RSAT 21-22 \(BA\).pdf](#)
[21-22-047R Project 21065 RSAT 21-22 \(Resolution\).pdf](#)
[21-22-047 2022-RSAT Application HIGH-1-6R-002.pdf](#)
[21-22-047 2022-RSAT-HIGH-1-6R-002 SIGNATURE PAGES.pdf](#)

February 1, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 2/1/2022

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3323, 3326

PROJECT(S) #: 21065 PROJECT TITLE(S): RSAT 21-22 COST CENTER TITLE(S): Detention and Correction, Detention & Corrections-Other

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342130Z	FDLE GRANT		82,500.00		82,500.00	0.00
R	005		3312130Z	US DOJ Grant-(FDLE)	21065	0.00	82,500.00		82,500.00
E	005	3326	54900Z	Project Other Chg & Obligations		130,000.00		110,000.00	20,000.00
E	005	3323	53001Z	Project Operating Expense-Elected	21065	0.00	110,000.00		110,000.00
									0.00
									0.00
									0.00

REASON: To move adopted budgeted funds for RSAT awarded by FDLE into Project 21065.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-047

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 21-22-70

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-047 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 21-22-047 is hereby approved and authorized to set up and appropriate funding in the amount of \$110,000.00, for project #21065 RSAT 21-22 to be received from the Office of Criminal Justice Grants-FDLE.

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 15th day of February, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Subgrant Recipient

Organization Name: Highlands County Board of Commissioners

County: Highlands

Chief Official

Name: Scott Kirouac

Title: Chairman

Address: 600 South Commerce Avenue

City: Sebring

State: FL **Zip:** 33870-3809

Phone: 863-402-6500 **Ext:**

Fax:

Email: skirouac@highlandsfl.gov

Chief Financial Officer

Name: Jerome Kaszubowski

Title: Clerk of Circuit Court & Comptroller

Address: 590 South Commerce Avenue

City: Sebring

State: FL **Zip:** 33870-3867

Phone: 863-402-6566 **Ext:**

Fax: 863-402-6768

Email: jkaszb@highlandsclerkfl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Implementing Agency

Organization Name: Highlands County Sheriff's Office

County: Highlands

Chief Official

Name: Paul Blackman

Title: Sheriff

Address: 400 South Eucalyptus Street

City: Sebring

State: FL **Zip:** 33870-3700

Phone: 863-402-7244 **Ext:**

Fax: 863-402-7296

Email: pblackman@highlandssheriff.org

Project Director

Name: Robin Reed

Title: Business Administrator

Address: 400 South Eucalyptus

City: Sebring

State: FL **Zip:** 33870-3700

Phone: 863-402-7215 **Ext:**

Fax: 863-402-7205

Email: rareed@highlandssheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

General Project Information

Project Title: HIGHLANDS COUNTY RSAT FY 2022
Subgrant Recipient: Highlands County Board of Commissioners
Implementing Agency: Highlands County Sheriff's Office
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

According to the Bureau of Justice Statistics report Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007-2009, more than two thirds of jail inmates meet the criteria for drug dependence or abuse compared to only 5% of the general population. In Highlands County, Florida, a rural area in south central Florida, people with substance abuse problems tend to cycle in and out of the criminal justice system due to a repeated cycle of incarceration directly linked to their addictions.

Repeated incarceration occurs when there is a lack of identification, assessment, and treatment placement options for the addicted. Some of the individuals that are compromised by addiction actually become more ill in confinement, when they are separated from any healthy social or community support they had, and are exposed to the additional stresses of being incarcerated, on probation, or on house arrest. Recidivism rates for people with substance abuse are high because they do not receive adequate support to avoid relapse upon release, and many return to the environments in which they offended in the first place.

People with substance abuse issues frequently violate probation or community control and are returned to jail because they do not have the personal or external resources to manage their illness. As a result, they recycle through the system creating a revolving door of criminal and legal activity. The jails, prisons, probation and community control departments are overwhelmed with and are not equipped to manage the numbers of people incarcerated and on corrections rolls due to offenses related to drug and alcohol abuse.

According to the National Institutes of Health FACT SHEET Addiction and the Criminal Justice System, updated October 2010, Drug abuse and crime continue to be linked; and although addiction is recognized as a chronic, relapsing disease, offenders are still not getting the treatment they need. Further, it states that treatment works, is cost-effective, and can help end the vicious cycle of drug abuse and criminal recidivism. Providing substance abuse treatment and continuity of care in a jail setting, even for those incarcerated for a short time, may help reduce substance abuse on the outside. At the very least, those provided treatment have referral information and connections to continued care and treatment in the community upon release. Plus, incarceration may be the only intervention some individuals receive that can help them overcome their addiction and end the continued cycle of repeat criminality and jail. According to the May 2018 report Returns on Investments in Recidivism Reducing Programs published by The Council of Economic Advisers, an agency of the Executive Office of the President, based on the literature, the most successful treatment programs are those that address the mental health and substance abuse problems of prisoners.

The Highlands County RSAT program was recognized in 2009 by the Florida Alcohol

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

and Drug Abuse Association and the Department of Children and Families for Best Practices in treatment. The Program has been recognized as an exemplary program by CARF (Commission on Accreditation of Rehabilitation Facilities) in 2010, 2013, 2016, and 2019. In the recent exit discussion with the CARF reviewers, it was stated the Highlands County RSAT Program performs miracles in treatment strategies and outcomes. The program continues to maintain an exceptional success rate of 91% (graduates not returning to jail on a new charge within one year of completion).

Governor Rick Scott, in Executive Order 16-150, designated Highlands County as a rural community adversely affected by severe chronic distress that struggles to maintain, support or generate revenues for critical government services. Further, Highlands County was devastated by Hurricane Irma in 2017 and continues to suffer from the decimation of the citrus industry due to citrus greening. Current budget constraints threaten the continuance of important programs such as our RSAT and Jail Alternative Substance Abuse Treatment programs, among others. The RSAT grant provides funding that is critical to fight substance abuse in our community that results in repeated cycles of crime and jail due to widespread addiction and behavioral health issues facing inmates.

Please note this grant application is for the continuation of our current Residential Substance Abuse Treatment Program grant number 2021-RSAT-HIGH-1-H7-005 project period 10/1/2020 - 9/30/2021. Milestones during the grant H7-005 included providing treatment services to 49 individuals. We provided aftercare transition services to 14 that were released to the community. To date, we have not had any relapses. Additionally, due to our responses to the pandemic, we improved our aftercare and transition service approach, resulting in new and additional ways to reach and provide services to individuals. We found that the additional personal interaction resulted in fewer chances toward relapse.

Substance Abuse in Jurisdiction. Currently in Highlands County, opioid abuse is increasing, especially fentanyl, and methamphetamines through intravenous use is a significant problem. Naturally, the abuse of cannabis, alcohol and cocaine continue to be serious problems in our region.

Target Population. Our target population are males aged 18 or older, who have admitted to substance abuse and mental health issues and have agreed to the conditions of the program.

Treatment Model. The program operates as a modified therapeutic community using cognitive behavioral modification treatment.

Project Summary (Scope of Work)

Inmates are admitted to the RSAT program at the Highlands County Jail where treatment counts as time-served for sentence and is available only to those inmates who meet criteria for entry into the program. This is an attempt to reduce recidivism and increase the chances for inmates to be successful and contributing members of the community upon release. In addition, medication-assisted treatment (MAT) appears to have been underutilized in the treatment of opioid dependent, criminal justice populations. We will work to alleviate this problem by the continuance of our MAT program by identifying opioid dependent offenders and begin MAT to qualifying inmates while still incarcerated and then continuing with the program once the inmate is released from incarceration through ongoing medication, counseling and

Application for Funding Assistance

Florida Department of Law Enforcement Residential Substance Abuse Treatment

case management services.

Eligibility: Psychosocial Assessments and screenings will be used to determine eligibility. Highlands County will provide the services via a contracted treatment provider using an evidence-based therapeutic community treatment model to participants for six to twelve months. Those inmates selected for treatment will be housed separately from the general population of the jail.

Deliverables: 100% of the RSAT award will be used to provide substance abuse services five days per week for inmates with an expected 25 completions during the grant period. Services will include mental health therapy, treatment and aftercare planning developed in partnership with the inmate, individual counseling, individual and group therapy sessions, alcohol/drug education, domestic violence and behavior control. The services will be delivered via case management, self-help groups, voluntary AA/NA, relapse prevention, aftercare, random drug screening (a positive test will result in sanctions leading up to removal from the program.) Funds will not be used for inherently religious activities and discrimination of any kind.

Minimum Performance: During the grant period, the subgrantee will: submit quarterly performance and financial reporting, minimum of 50 admissions, minimum of 25 successful completions, reporting of any participant removals (if any), a minimum of 50 drug tests, provide a minimum of 12 beds separated from the general population of the jail.

Documentation: During the grant period, the subgrantee will document and maintain a data base for all treatment services provided to all program completions and non-completions.

Payment: Highlands County will enter into a contract with a private treatment provider. The contract will be submitted to OCJG upon execution and will meet the requirements of 2 CFR 200.330. Payment for services is tied to the number of units of service per client hour and per unit for each admission screening and drug test. The treatment provider will invoice the subgrantee on a monthly basis with net 30 day payment terms. The subgrantee will compile the invoices and submit them to OCJG on a quarterly basis.

Financial Consequences: If any of the above are not delivered and in a measurable manner, nonpayment to the treatment provider will occur and subsequent non-reimbursement requests to OCJG.

Highlands County will subcontract with a service provider to offer residential substance abuse treatment (RSAT) services for inmates meeting criteria for entry into the RSAT program. Grant funds will be used to pay unit costs for psychosocial assessments, individual counseling, group therapy, alcohol drug education, drug testing and case management services which will be accounted for through monthly invoicing. In addition, the RSAT program will provide participants with aftercare and transition services to provide for a continuum of care post-release and successful re-entry to the community. Documentation to support costs and activities will be maintained for all grant-funded expenditures for reimbursement. All documentation to support use and expenditure of grant funds, including a copy of the local subcontract agreement and records that the provider met minimum performance requirements, will be available for review during grant monitoring or upon request.

Application for Funding Assistance

Florida Department of Law Enforcement Residential Substance Abuse Treatment

The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency employment and/or sub-contractual agreements. The county will request reimbursement of allowable costs on a quarterly basis.

Admission Criteria. Persons served must be males, aged 18 or older, and admit to having a mental health or substance abuse problem and request treatment. They also must be minimum or medium security classification and have to be approved for treatment by the jail and treatment staff.

Anticipated Timeline. Our treatment program normally runs about six months of intense treatment followed by a year of aftercare and transition services. The initial phase consists of sixteen to twenty weeks of focused treatment followed by maintaining after care and transition. We continue to serve graduates of the program internally while still in the jail, and once released through our aftercare program for one year.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

Section Questions:

Question: What percentage of the total costs of this project is being funded by sources other than this award?

Answer: 25

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 0001 - Residential Substance Abuse Treatment

State Purpose Area: 0001 - Residential Substance Abuse Treatment

Activity Description

Activity: 12-Step
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Objectives and Measures

Objective: 1 - The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) on April 30, July 30, August 30, and January 30.

Measure: 3
The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) no later than April 15, July 15, October 15 and January 15.

Goal: Yes

Application for Funding Assistance

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Section 3: Performance

Section Questions:

Question: How many beds/slots will receive RSAT services?

Answer: 12

Question: What is the total population of the facility in which the RSAT program is located?

Answer: 504

Question: Provide the physical address(es) for the facility in which the RSAT program is located.

Answer: 338 S. Orange Street
Sebring, FL 33870

Question: How many participants are anticipated to complete the RSAT program within the subgrant period?

Answer: 25

Question: How many participants are anticipated to enter the RSAT program within the subgrant period?

Answer: 50

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000655

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$82,500.00	\$27,500.00	\$110,000.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$82,500.00	\$27,500.00	\$110,000.00
Percentage	75.0	25.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative: The budget reflects costs directly associated with the provision of substance abuse treatment, mental health and educational services. The line items designated below are in the budget category of Contractual Services. We have rounded line items to the nearest dollar. Budget line items are estimates and actual services rendered within the following line items may change to match in the field requirements.

The source of the match will be from our General Fund.

Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program.

Unit of Services: one client contact, usually around ¼ hour.

Unit Rate: \$ 11.70

Units Requested: 50

Total Cost: \$585.00

Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates' appropriateness for the program and to update treatment plans.

Unit of Services: per client hour

Unit Rate: \$92.65

Units Requested: 20

Total Cost: \$1,853.00

Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives.

Unit of Services: per client hour

Unit Rate: \$92.65

Units Requested: 70

Total Cost \$6,485.50

Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network.

Unit of Services: per client hour

Unit Rate: \$23.16

Units Requested: 1,730

Total Costs: \$40,066.80

Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Budget Narrative (Continued):

Unit of Services: per client hour
Unit Rate: \$23.16
Units Requested: 2,400
Total Cost: \$55,584.00

Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants.

Unit of Services: per client quarter hour
Unit Rate: \$18.94
Units Requested: 115.00
Total Cost: \$2,178.10

After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community.

Unit of Services: per client hour
Unit Rate: \$23.16
Units Requested: 115
Total Cost: \$2,663.40

Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances.

Unit of Services: per test
Unit Rate: \$23.16
Units Requested: 25.237
Total Cost: \$584.49

TOTAL PROGRAM COST: \$ 110,000.29
TOTAL MATCH: \$ 27,500.00
TOTAL FEDERAL AWARD: \$ 82,500.00

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are you are procuring via inter-government agreement (e.g. state term contract, government contract, etc.)

Answer: N/A

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff office's threshold instead.

Answer: 1000

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Form.

Answer: No

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of costs for each service. Include methodology for the unit cost plan and when it was approved.

Answer: The line items designated below detail the Contractual Services budget items. Tri-County Human Services is contracted by the State of Florida through the managing entity, Central Florida Behavior Health Network (CFBHN). This contract renews every five years typically, however at renewal, the providers were given a two-year amendment. The rates charged by TCHS are negotiated with the ME yearly based on audited financials provided to CFBHN. The rates detailed below are the current approved rates for the services designated.

Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program.

Unit of Services: one client contact, usually around 1/4 hour.
Unit Rate: \$ 11.70
Units Requested: 50
Total Cost: \$585.00

Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in

Application for Funding Assistance

Florida Department of Law Enforcement Residential Substance Abuse Treatment

the determination of the inmates? appropriateness for the program and to update treatment plans.

Unit of Services: per client hour
Unit Rate: \$92.65
Units Requested: 20
Total Cost: \$1,853.00

Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives.

Unit of Services: per client hour
Unit Rate: \$92.65
Units Requested: 70
Total Cost \$6,485.50

Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network.

Unit of Services: per client hour
Unit Rate: \$23.16
Units Requested: 1,730
Total Costs: \$40,066.80

Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders.

Unit of Services: per client hour
Unit Rate: \$23.16
Units Requested: 2,400
Total Cost: \$55,584.00

Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants.

Unit of Services: per client quarter hour
Unit Rate: \$18.94
Units Requested: 115.00
Total Cost: \$2,177.81

After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community.

Unit of Services: per client hour
Unit Rate: \$23.16
Units Requested: 115
Total Cost: \$2,663.40

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Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances.

Unit of Services: per test

Unit Rate: \$23.16

Units Requested: 25.237

Total Cost: \$584.49

OFFICE OF CRIMINAL JUSTICE GRANTS

SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance

(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means 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. Improper payment also includes 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.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0Insurance for Real Property and Equipment - The subrecipient 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.

15.0Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The subrecipient’s breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must 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 as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems](#) (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal](#) (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

Residential Substance Abuse Treatment (RSAT) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Highlands County Board of Commissioners

Subgrant Number: 2022-RSAT-HIGH-1-6R-002

Project Title: HIGHLANDS COUNTY RSAT FY 2022

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Highlands County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Highlands County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief
Printed Name and Title

Residential Substance Abuse Treatment (RSAT) Program

SPECIAL CONDITIONS

Subrecipient: Highlands County Board of Commissioners

Subgrant Number: 2022-RSAT-HIGH-1-6R-002

Project Title: HIGHLANDS COUNTY RSAT FY 2022

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S50450: WITHHOLDING OF FUNDS: Prior to the drawdown of funds for contractual services to a third-party, a properly executed Third-Party Subaward Compliance Checklist for Tri-County Human Services must be submitted to the Office of Criminal Justice Grants.

Ref# S50451: WITHHOLDING OF FUNDS: Subawards under this agreement must comply with the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200.332. Prior to the drawdown of funds for contractual services, the Subrecipient must submit an executed copy of the contractual agreement with Tri-County Human Services to the Office of Criminal Justice Grants.

Ref# S50452: In accordance with 2 CFR 200.332 (Requirements for Pass-through Entities), the Subrecipient is required to complete a risk assessment and conduct monitoring of its third-party subaward. In order to ensure compliance with the federal parent award, the subrecipient must complete the Third-Party Subaward Risk Assessment and Monitoring Questionnaire forms and provide documentation of completion to the Office of Criminal Justice Grants prior to closeout.

Ref# S50454: WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Subrecipient must submit a current EEO Certification for the Tri-County Human Services to the Office of Criminal Justice Grants.

Ref# S50456: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50457: A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S50632: During application review, it was noted the subgrantee's EEO Certification (EEOC) will be expiring within the next 60 days. In order to prevent delays in payment, the subgrantee must submit a new EEOC to the Office of Criminal Justice Grants prior to February 05, 2022.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

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

SUBJECT/TITLE: Request to rename Cornell Avenue to New York Avenue.

STATEMENT OF ISSUE

Cornell Avenue is a 275-foot extension of New York Avenue, located between Seattle Avenue and US Highway 27. Section F of the Roadway Naming Guidelines and Procedures specifies that each roadway should have the same name for the entirety of its length. As such, Cornell Avenue is a violation of county ordinance (Ordinance 14-15-05) and a potential E911 safety issue. The Engineering/GIS Addressing and E911 departments recommend that Cornell Avenue be changed to New York Avenue. No addresses will be affected by this change.

The Engineering/GIS Addressing and E911 departments have determined that this action will improve E911 response time and bring the roadways in question into compliance with the ordinance. The E-911 Coordinator, and the County Engineer approve this name change.

RECOMMENDED ACTION

Move to approve the request to rename Cornell Avenue to New York Avenue.

FISCAL IMPACT

The fiscal impact will be \$200, the cost of new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

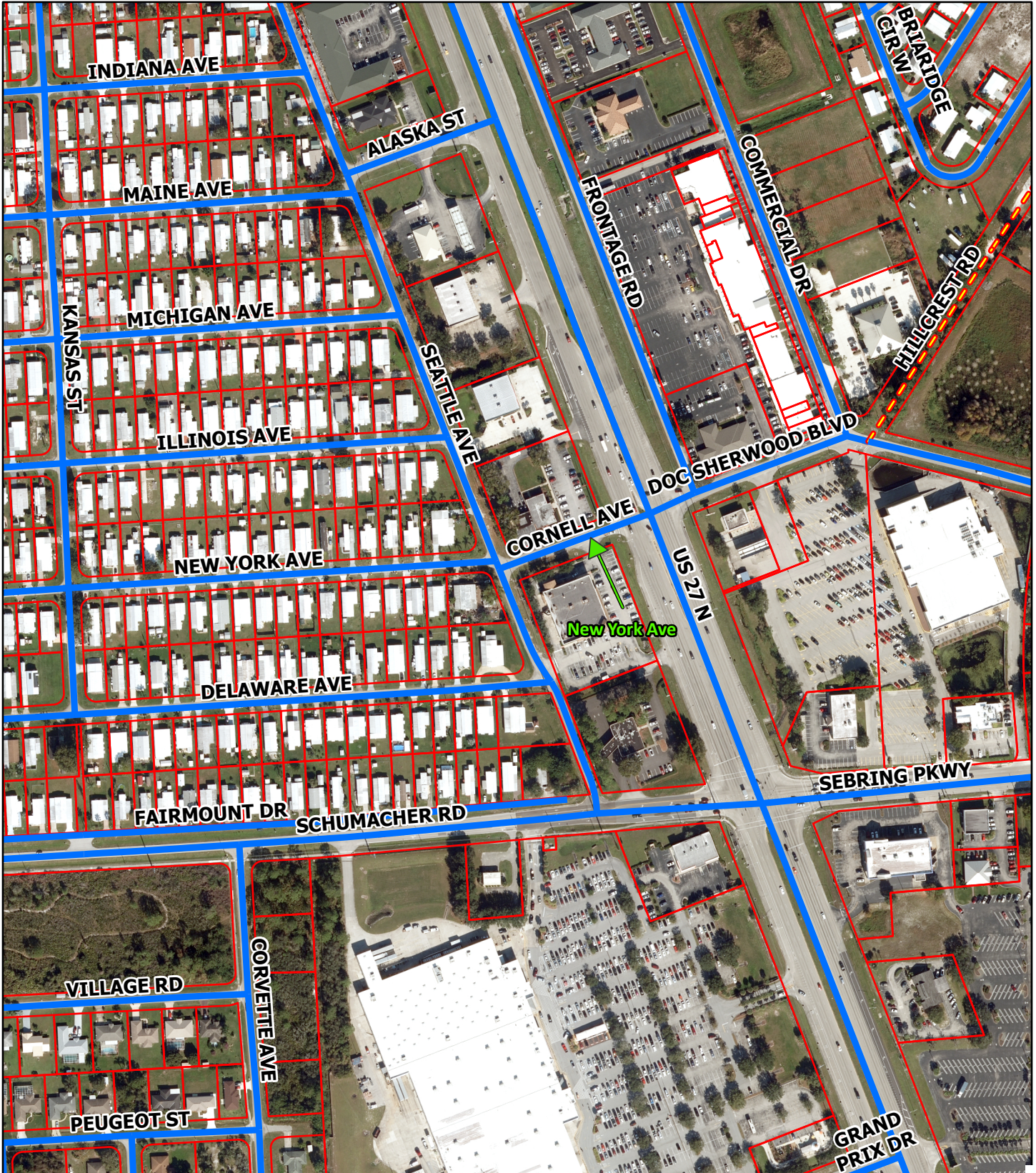
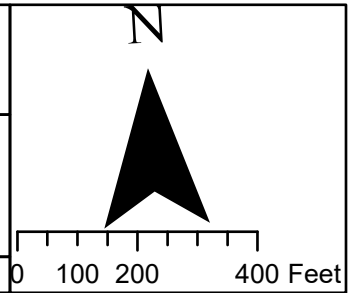
Attachments: [New York ADA.pdf](#)



NEW YORK AVE

Prepared by the Highlands County Geographic
Information Systems Department (GIS Department)
For reference ONLY. NOT a boundary survey
Date Exported: 2/3/2022 10:26 AM

Path: G:\ADDRESSING New folder\ArcGIS Pro Projects\Addressing\new addressing.aprx



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 15, 2022

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

SUBJECT/TITLE: Request to rename Lake Pioneer Boat Ramp Rd to Mosquito Rd.

STATEMENT OF ISSUE

Lake Pioneer Boat Ramp Road has more than 15 characters in its name and is therefore in violation of county ordinance (Ordinance 14-15-05) and a potential E911 safety issue. The Engineering/GIS Addressing and E911 departments recommend that Lake Pioneer Boat Ramp Road be changed to Mosquito Road. One address (the boat ramp) will be affected by this change.

The Engineering/GIS Addressing and E911 departments have determined that this action will improve E911 response time and bring the roadways in question into compliance with the ordinance. The E-911 Coordinator, and the County Engineer approve this name change.

RECOMMENDED ACTION

Move to approve the request to rename Lake Pioneer Boat Ramp Road to Mosquito Road.

FISCAL IMPACT

The fiscal impact will be \$100, the cost of a new street sign. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

Attachments: [Mosquito Rd ADA.pdf](#)



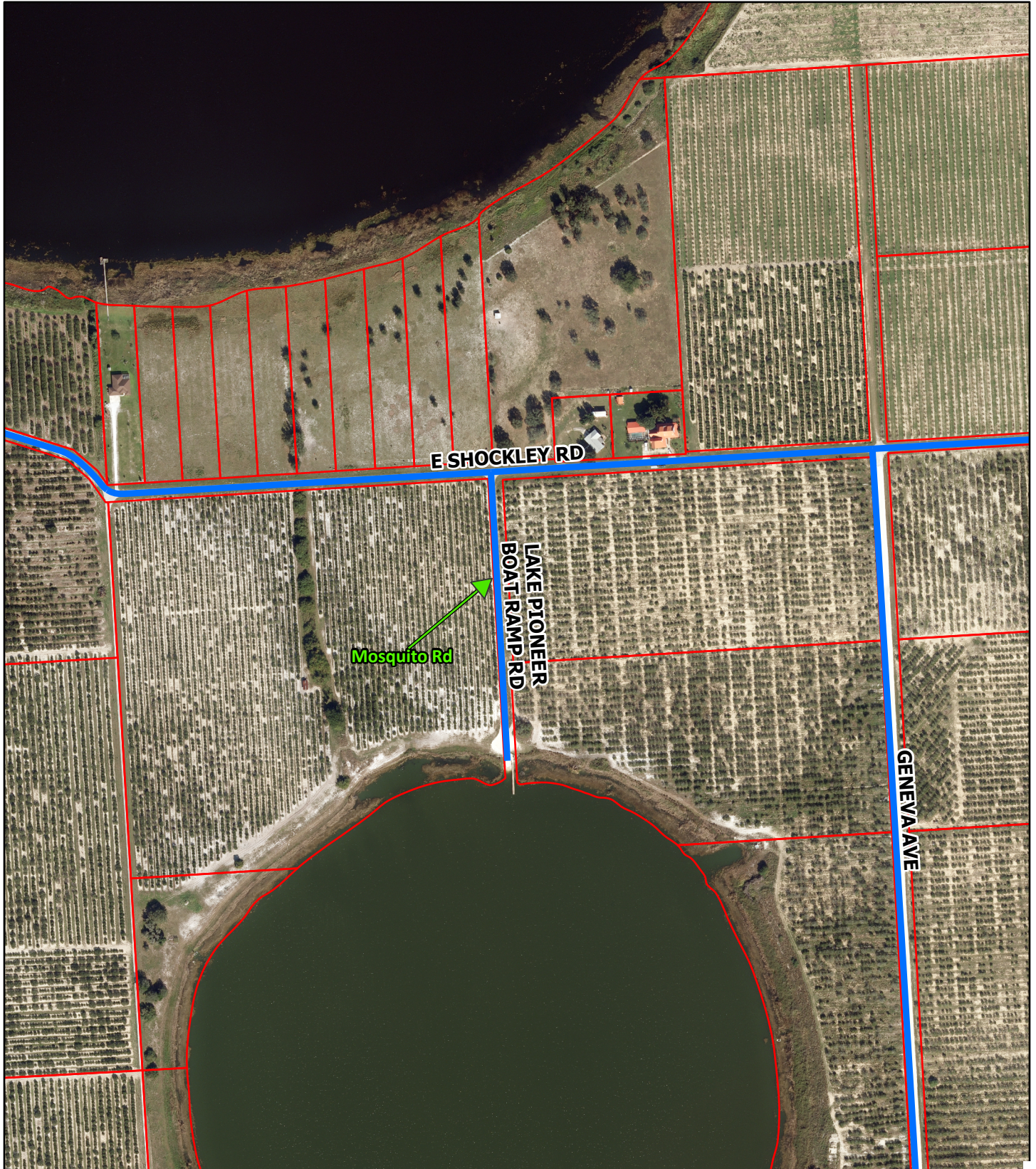
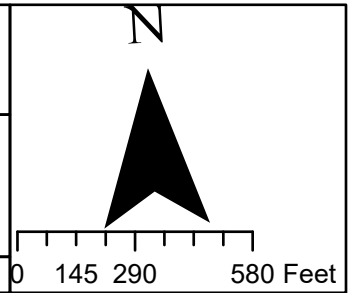
MOSQUITO RD

Prepared by the Highlands County Geographic
Information Systems Department (GIS Department)

For reference ONLY. NOT a boundary survey

Date Exported: 2/3/2022 10:28 AM

Path: G:\ADDRESSING New folder\ArcGIS Pro Projects\Addressing\new addressing.aprx



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Lucy Castillo, Housing Programs Coordinator

SUBJECT/TITLE: Request adoption of resolution 21-22-71 for Budget Amendment 21-22-048 to make adjustments to the rollover balances into FY 21/22 and to close out Project 17366.

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Budget Amendment 21-22-048 is being proposed to adjust the rollover project balances from FY 20/21 into the current FY 21/22 and to transfer the remaining balance of \$3,986.50 from Project 17366 SHIP Phase 26 into Project 18366 Phase 27 for a net decrease in the amount of \$134,043.92.

RECOMMENDED ACTION

Move to adopt resolution 21-22-71 for Budget Amendment 21-22-048 to adjust rollover balances, transfer, and close out Project 17366.

FISCAL IMPACT

The fiscal impact to Fund 166 (SHIP) and the overall budget is a net decrease in the amount of \$134,043.92.

Attachments: [21-22-048 SHIP Project Rollover Adjustments and Transfer \(BA\).pdf](#)
[21-22-048R SHIP Project Rollover Adj and Transfer \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 1/20/2022

SUBMITTED BY: OMB

FUND(S): 166 FUND TITLE(S): SHIP COST CENTER(S) #: 5366 / 5367

PROJECT(S) #:	17366 / 18366 / 19366	PROJECT TITLE(S):	SHIP Phase 26 / SHIP Phase 27 / SHIP Phase 28	COST CENTER TITLE(S):	SHIP Admin / SHIP Program
---------------	------------------------------	-------------------	--	-----------------------	----------------------------------

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3999100Z	Project Fd Bal Fwd	17366	0.00	3,441.50		3,441.50
E	166	5367	54910Z	Project Rehabilitation	17366	545.00	3,441.50		3,986.50
R	166		3999100Z	Project Fd Bal Fwd	17366	3,441.50		3,441.50	0.00
R	166		3999110Z	Project Encumb Fwd	17366	545.00		545.00	0.00
E	166	5367	54910Z	Project Rehabilitation	17366	3,986.50		3,986.50	0.00

REASON: Fiscal Year (FY) 20-21 SHIP Rollover Project adjustments and corrections into FY 21-22 in accordance with fiscal yearend actuals and transfer balance from 17366 to 18366 in order to Close out Project 17366.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-048

TRANSFER TYPE:

Approval

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
	RESERVE
<u>XX</u>	BY RESOLUTION
	SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 2

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-048

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3999100Z	Project Fd Bal Fwd	18366	54,184.00		1,609.53	52,574.47
E	166	5366	51200Z	Project Regular Salaries	18366	21,725.00	6,953.67		28,678.67
E	166	5367	54909Z	Project Down Pmt Asst	18366	5,000.00		5,000.00	-
E	166	5367	54910Z	Proj Rehabilitation	18366	10,221.00		563.20	9,657.80
E	166	5367	54935Z	Proj Emerg Home Repairs	18366	2,000.00		2,000.00	-
E	166	5367	54937Z	Proj Foreclose Intervent	18366	1,000.00		1,000.00	-
									-
R	166		3999100Z	Project Fd Bal Fwd	19366	313,173.00		132,434.39	180,738.61
E	166	5366	51200Z	Project Regular Salaries	19366	20,348.00		14,611.73	5,736.27
E	166	5367	54910Z	Proj Rehabilitation	19366	161,617.00		117,822.66	43,794.34
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Form Revised 08/05/2020

RESOLUTION NO. 21-22-71

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-048 TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) 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 State Housing Initiatives Partnership (SHIP) Fund.

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 21-22-048 is hereby approved and authorized to make adjustments to the rollover project balances from FY 20/21 into the current FY 21/22 to properly budget the available funds in the projects in FY 21/22 to maintain the authorized balances and to transfer the balance remaining in Project 17366 to Project 18366 with a net decrease in the amount of \$134,043.92.

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 15th day of February, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-049 to realign funds within Project 20056 for the American Rescue Plan Act (ARPA) federal grant funds.

STATEMENT OF ISSUE

With the United States Treasury releasing their "Final Rule" regarding the State Local Fiscal Recovery Fund (SLFRF), also known as American Rescue Plan Act (ARPA), the County has required continued clarification and guidance on those rules to ensure we are in compliance. Questions have arisen regarding purchasing policies, procurement, approved projects, reporting clarification, and other ARPA-related topics. We anticipate that these questions and need for clarification will continue to filter in throughout the length of the grant period (through 2026).

As a result, we request this budget amendment to move \$40,000 within Project Number 20056, from account 56400Z Project Equipment to account 53100Z Project Professional Services for consultation services and to account 59010 Project Transfers Out to increase funding for the lost revenue calculation as determined by CLA, in the amounts of \$15,000 and \$25,000, respectively.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-049 to realign American Rescue Plan Act (ARPA) federal grant funds in Project 20056.

FISCAL IMPACT

There is no fiscal impact, since the funds are being reappropriated within the same project number in accordance with the current need.

Attachments: [21-22-049 Project 20056 ARPA \(BA\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: **Elizabeth Barber**

PROJECT(S) #:	20056	PROJECT TITLE(S):	American Rescue Plan (ARPA)	COST CENTER TITLE(S):	Emergency/Disaster Relief
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*list additional cost centers on reverse side of form

REASON: To reappropriate funds within Project 20056 in accordance with current need.

OMB RECOMMENDATION:

TRANSFER TYPE:

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
<u> </u>	RESERVE
<u> </u>	BY RESOLUTION
<u> </u>	SUPPLEMENTAL BUDGET

DATE: / /

Posted by Clerk:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-051 realigning budgeted funds within the Sheriff cost center for the purchase and/or replacement of capital equipment for the Sheriff's Office.

STATEMENT OF ISSUE

This budget amendment is necessary to realign budgeted funds for needed capital equipment that includes the replacement of 5 PowerEdge Servers, 2 Ballistic Shields and miscellaneous vehicle equipment to properly equip Patrol vehicles.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-051 to realign funds for the purchase and/or replacement of capital equipment within the Sheriff cost center within the General Fund.

FISCAL IMPACT

There is no additional fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning \$106,606.80 in cost center 3101 (Sheriff) from account 51001 (Personal Services-Elected Official) to account 56001 (Capital Outlay-Elected Official).

Attachments: [21-22-051 Sheriff Realigning BA \(BA\).pdf](#)

February 8, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 2/2/2022

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Sheriff-005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001	Personal Services Elected Official		17,588,846.00		106,606.80	17,482,239.20
E	005	3101	56001	Capital Outlay Elected		25,000.00	106,606.80		131,606.80
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To realign and appropriate budgeted funds for 5 Dell Poweredge Servers, 2 Ballistic Shields for SWAT Team, and miscellaneous vehicle outfitting items to equip patrol vehicles.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-051

TRANSFER TYPE:

Approval

ACTION:

XX ITEM TO ITEM

Denial

Board Approved Denied
County Administrator Approved Denied

 RESERVE
 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: February 15, 2022

PRESENTER: Richard Fleeger, Parks & Facilities Superintendent

SUBJECT/TITLE: Request adoption of resolution 21-22-073 for Budget Amendment 21-22-050 authorizing to appropriate funding in the amount of \$5,000.00 for Project 21066 Carver Park Playground Shade as Highway Park's contribution from a grant they procured, with the County paying the remainder of up to \$11,000.00.

STATEMENT OF ISSUE

At the January 18, 2022 Board meeting, the Highway Park Neighborhood Preservation presented to the Board a grant received in the amount of \$5,000.00 from Florida Blue to help with the purchase of playground shade at Carver Park. The Board approved to fund up to \$11,000 for the Playground Shade which is being transferred from Project 21035 Capital Outlay < \$25K.

RECOMMENDED ACTION

Move to adopt resolution 21-22-073 for Budget Amendment 21-22-050 for the funding of Project 21066, Carver Park Playground Shade.

FISCAL IMPACT

The fiscal impact is an increase of \$5,000.00 to the Infrastructure Surtax Fund 151.

Attachments: [21-22-050 Project 21066 Carver Park Playground Shade \(BA\).pdf](#)
[21-22-050R Project 21066 Carver Park Playground Shade \(Resolution\).pdf](#)

RESOLUTION NO. 21-22-73

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-050 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 21-22-050 is hereby approved and authorized to appropriate funding in the amount of \$5,000.00 for project #21066 Carver Park Playground Shade as Highway Park's Contribution from a grant they procured, with the County paying the remainder of up to \$11,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of February, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: J. D. Langford, P.E., Assistant County Engineer

SUBJECT/TITLE: Request to adopt resolution 21-22-75 to close a platted unnamed 20-foot alley at 101 Atherton Ave NW

STATEMENT OF ISSUE

Attached for your consideration is a resolution vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Valerie Laurence is requesting this vacation because the alley that divides her property is not needed.

RECOMMENDED ACTION

Move to Adopt Resolution 21-22-75 to close a platted unnamed 20-foot alley at 101 Atherton Ave NW as described in the attached resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the road and any lands in connection therewith be and they are hereby renounced and disclaimed.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: [101 Atherton Ave NW VOR Packet_2-8-22.pdf](#)

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Valerie Lawrence
113 Murray Ct NW
Lake Placid FL 33852

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

The petition is being requested for the following reason:

I am petitioning to vacate the alleyway as it
is not in use or necessary.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.



Signature of Petitioner

Attachments: (MAP)

Proof of Publication
Certificates Showing Taxes Paid

RESOLUTION NO.: 21-22-75

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE 20-FOOT PLATTED UNNAMED ALLEY DESCRIBED HEREIN AS REQUESTED BY VALERIE LAURENCE.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF ALLEY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Valerie Laurence (Petitioner), requesting that Highlands County vacate the alley described herein and renounce and disclaim the rights of the County and of the public in and to the alley and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on January 18, 2022; and

WHEREAS, on January 26, 2022, the Petitioner published a notice of public hearing and intent to petition the County to vacate the right of way described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on February 15, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

SECTION 3. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation described hereinabove, 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.

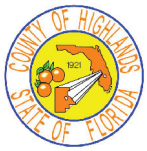
PASSED AND ADOPTED this 15th day of February 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Courts



Highlands County Engineering Department

Reference Map PROPOSED ROAD CLOSURE

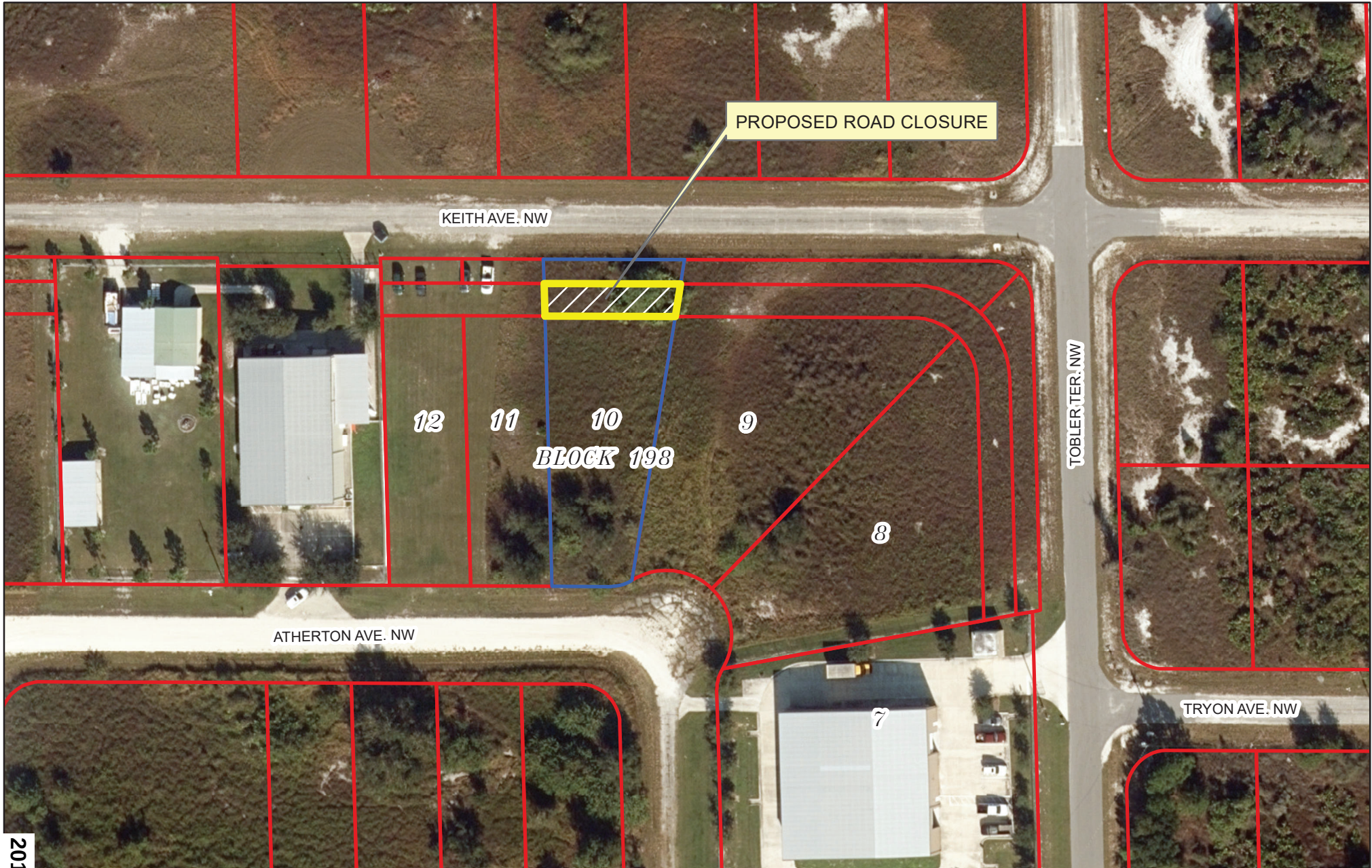
THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

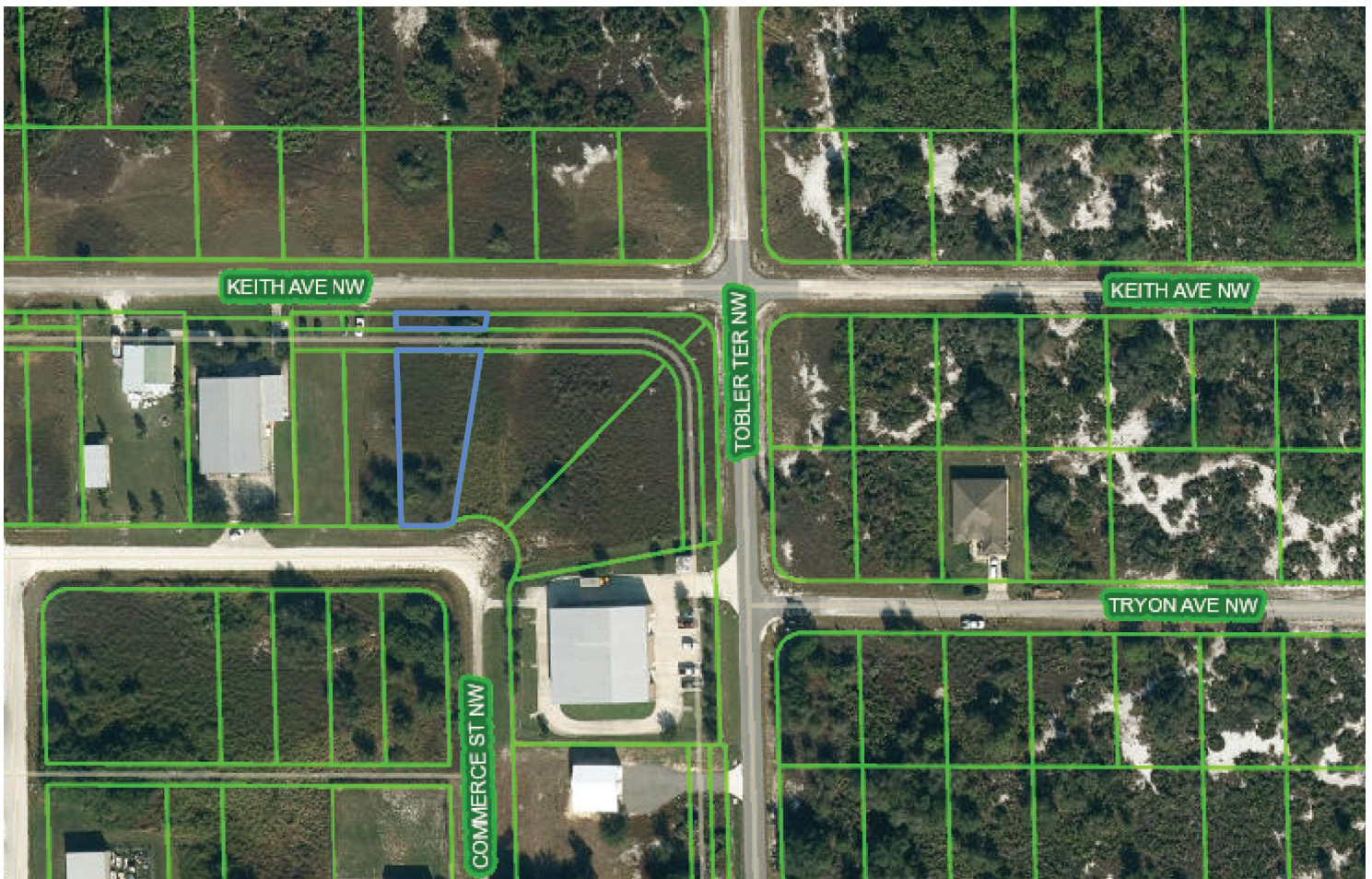
For Reference Only - Not A Boundary Survey

Map Created: 11/17/2021



1 inch = 80 feet



Highlands County Property Appraiser**C-14-37-29-300-1980-0100**[//www.hcpao.org/Search/Parcel/29371430019800100C](http://www.hcpao.org/Search/Parcel/29371430019800100C)

101 ATHERTON AVE NW
LAKE PLACID, FL 33852

Owners

LAURENCE VALERIE

Legal Description

PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

Mailing Address

113 MURRAY CT NW
LAKE PLACID, FL 33852

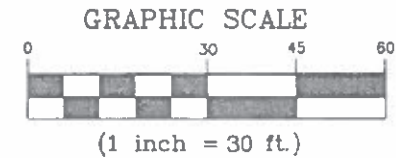
DOR Code: 00 - VACANT

Neighborhood Code: 5033 - IND. IN LAKE PLACID

BOUNDARY SURVEY EXHIBIT A

LEGAL DESCRIPTION:

LOT 10, BLOCK 198, PLACID LAKES
INDUSTRIAL PARK, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED IN
PLATBOOK 8, PAGE 63, PUBLIC RECORDS
OF HIGHLANDS COUNTY, FLORIDA.



LEGEND:

(P) = Plat Data

(F) = Field Data

PC = Point of Curvature

PRC = Point of Reverse Curvature

⊙ = 5/8" Iron Rod & Cap Set (LB 7827)

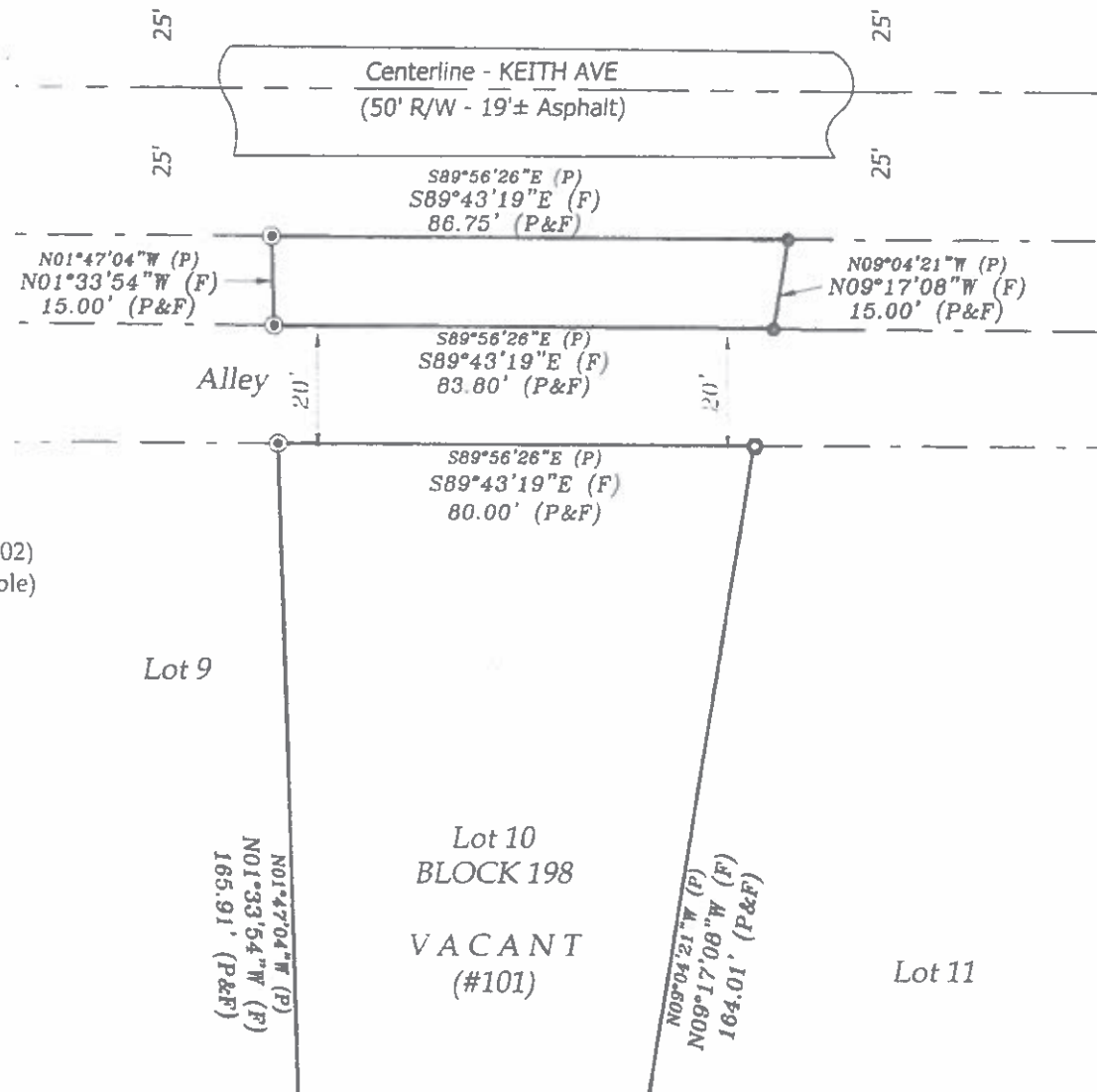
● = 5/8" Iron Rod & Cap Found (LB 5402)

⦿ = 5/8" Iron Rod & Cap Found (Illegible)

⦿ = "PK" Disc Found (No Cap)

▭ = Asphalt Pavement

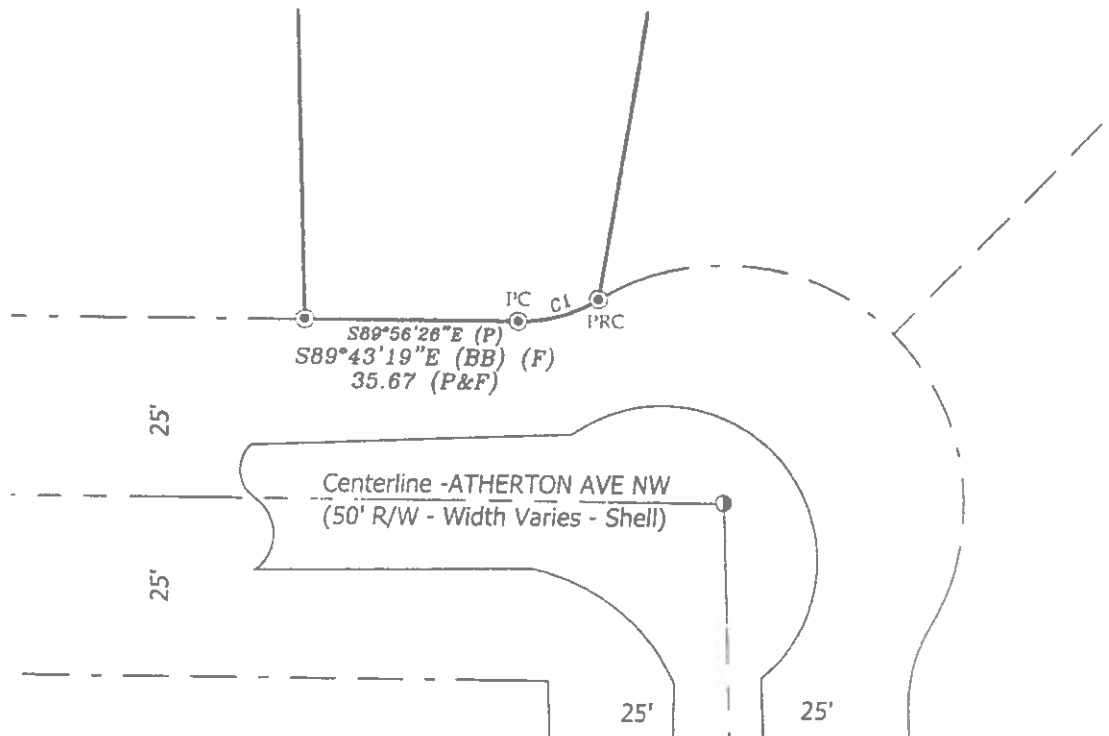
▭ = Gravel, Shell, Clay



C1 - (P&F)
 RADIUS= 25.00'
 LENGTH= 14.05'
 CHORD= 14.05'
 DELTA= 25°24'21.58"
 BEARING= N74°13'26.74"E

PROPERTY ADDRESS:
 101 ATHERTON AVE NW
 LAKE PLACID, FL 33852

CERTIFIED TO, AND FOR
 THE EXCLUSIVE USE OF:
 DAVE LAURENCE



SURVEYOR'S NOTES:

- 1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this survey.
- 2) The legal description shown hereon was provided by client.
- 3) The parcel shown hereon lies in ZONE "X", according to the Federal Emergency Management Agency's Flood Insurance Rate Map, Community No. 12055C, Panel 0368 C,, effective November 18, 2015.
- 4) Underground improvements, if any, were not located unless shown hereon.
- 5) Field bearings are based on the Northern right of way line of Atherton Ave NW, as being S89°43'19"E (BB)

PROJECT NO.: HI00806305

Field Survey Completed: 4/20/2021

Drawn: RKM

Checked: RPS

F.B.. S-79. PG-64

Revised:

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the map or plat shown hereon is a graphic representation of the described lands recently surveyed under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes.



Sherco, Inc.

SURVEYING SERVICES

16 North Lake Avenue

Avon Park, Florida 33825

Ofc: (863) 453-4113 Fax: (863) 453-4122

EMBOSSSED

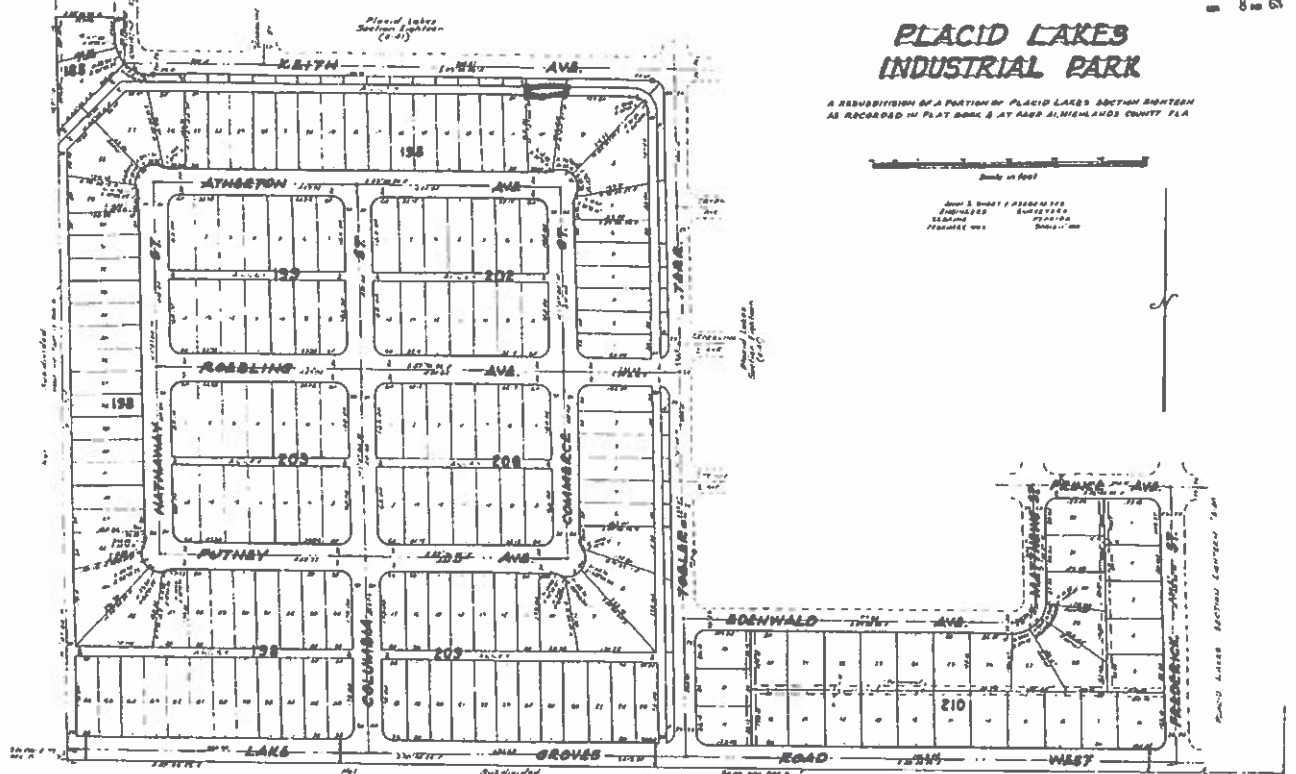
SEAL

Robert Phillip Schuler, P.L.S.
 Florida Registration # LS 2930
 Certificate of Authorization # LB 7827

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**PLACID LAKES
INDUSTRIAL PARK**

A REDUPLICATION OF A PORTION OF PLACID LAKES SECTION SOUTHERN
AS RECORDED IN PLAT BOOK 8 AT AGE 21, HIGHLANDS COUNTY FLA



Exam A1, May 1977 page 20/21

[illegible][illegible][illegible][illegible]

In witness whereof I have hereunto set my hand and seal at the City of New York AD 1870
My commission expires on March 1st 1871

J. May Jr Mayor
Mayor's Office State of New York

946 of 946

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(Handwritten notes)

and with the laws of the State of Florida regarding the use of Maps and Plans and have this day found some few records in the Public Records of Highlands County, Florida this 22nd day of March 1904.

6-10-1964

Worthy Cert. That the attached re: plot on deck had been a true and correct representation of a model survey made under my direction, that the Permanent Boundary Line have been set in accordance with Section 1 Chapter 1275 (N. 233) Laws of the State of Florida.

2. John L. Hubbard
June 3, 1941

Approved: _____
State of Texas

Persons are interviewed only in the interview area
of their home premises unless otherwise shown
Dashed lines are assumed for purposes of completion

● Pondera a Pseudomonal reference organism
Black 24 hours fermenter

100

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217440

Approved [Signature]
County Treasurer

Approved [Signature]
County Treasurer

Not Book 6 Page 63

Prepared by and return to:
ROBERTO P. CELAYA
Attorney at Law
Sheehan & Celaya, P.A.
300 Dal Hall Blvd.
Lake Placid, FL 33852
863-465-1551
File Number: 20-305
Will Call No.:

nlh
18.50
28.00
1.00 CF

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of November, 2020 between **ROBERT R. KURABIESKI and DAWN L. KURABIESKI a/k/a ROBERT E. KURABIEKSI and DAWN L. KURABIEKSI, husband and wife** whose post office address is 113 Delta Avenue, Lake Placid, FL 33852, grantor, and **VALERIE LAURENCE** whose post office address is 113 Murray Court NW, Lake Placid, FL 33852, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

Lot 10, Block 198, PLACID LAKES INDUSTRIAL PARK, according to the map or plat thereof as recorded in Plat Book 8, Page 63, Public Records of Highlands County, Florida.

Parcel Identification Number: C-14-37-29-300-1980-0100

SUBJECT TO:

1. Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
3. Outstanding oil, gas and mineral rights of record without right of entry.
4. Unplatted public utility easements of record.
5. Taxes for year of the Deed and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

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:

Robert R. Kurabieski
 Witness Name: *Robert R. Kurabieski*

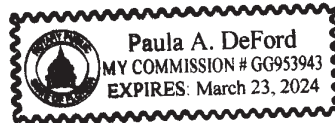
Paula A. DeFord
 Witness Name: *Paula A. DeFord*

Robert R. Kurabieski (Seal)
 ROBERT R. KURABIESKI
Dawn L. Kurabieski (Seal)
 DAWN L. KURABIESKI

State of Florida
 County of Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of November, 2020 by ROBERT R. KURABIEKSI and DAWN L. KURABIEKSI, who ☒ are personally known or ☐ have produced a driver's license as identification.

[Notary Seal]



Paula A. DeFord
 Notary Public

Printed Name: _____

My Commission Expires: _____

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2020 REAL ESTATE

83943

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NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C143729-30019800100
ESCROW CD

Visit one of our locations:
Sebring Office: 540 S Commerce Ave, Sebring, FL 33870 (Drive-Thru Available)
Avon Park Branch: 116 E Main St (Next to City Hall) Avon Park, FL 33825
Lake Placid Branch: 11 N Pine Ave, Lake Placid, FL, 33852
<http://www.hctaxcollector.com/> (863)402-6685

09/25/2021 02:34:08

EXEMPTION CODES

LAURENCE VALERIE
113 MURRAY CT NW
LAKE PLACID, FL 33852

101 ATHERTON AVE NW LAKE PLACID
PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAXES LEVIED
COUNTY GENERAL	2,258	0	2,258	8.5500	\$19.31
SCHOOL GENERAL FUND	2,258	0	2,258	3.8270	\$8.64
SCHOOL BASIC DISCRETIONARY	2,258	0	2,258	0.7480	\$1.69
SCHOOL CAPITAL IMPROVEMENT	2,258	0	2,258	1.5000	\$3.39
SWFWM DISTRICT	2,258	0	2,258	0.2669	\$0.60
TOTAL AD-VALOREM TAXES			14.8919		\$33.63
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	AMOUNT				
PLACID LAKES SBD (061)	\$20.00				
COUNTY FIRE - PARCEL (124)	\$25.18				
TOTAL NON AD-VALOREM ASSESSMENTS					\$45.18
COMBINED TAXES AND ASSESSMENTS					\$78.81
If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

LAURENCE VALERIE
113 MURRAY CT NW
LAKE PLACID, FL 33852

101 ATHERTON AVE NW LAKE PLACID
PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

2020-REAL ESTATE 83943

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C143729-30019800100			40



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

December 20, 2021

Ms. Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

RE: ROAD CLOSING – 20' PLATTED ALLEY (101 ATHERTON AVE)

Dear Ms. Laurence:

I have reviewed all of the information in regard to the above referenced roadway/alley. The resolution to set the public hearing for February 15, 2022 has been placed on the January 18, 2022 Board Agenda.

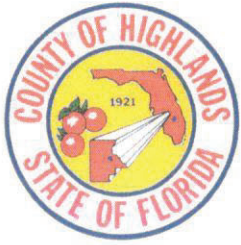
Enclosed is the Public Notice of Intention form, setting the public hearing date to consider this requested closing for February 15, 2022. **Please be advised that this Public Notice of Intention Form cannot be advertised until after the January 18, 2022 meeting.** Petitioner shall publish the Notice of Public Hearing **one** time in a newspaper of general circulation in Highlands County at least **two weeks** prior to the date stated therein for such hearing.

The County will place a 36" x 48" sign of durable material, as to withstand the elements of weather, posted at each end of the proposed road to be closed and at every intersection of the proposed road to be closed with any other public or private road. The sign shall contain lettering not less than two (2) inches in size and shall read "**PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE A ROAD**", and the Notice of Public Hearing, sealed in plastic material will be attached to said sign.

If you have any questions, please contact Jennifer Willis or Vickey Linsinbigler at 402-6877 or via email at jwillis@highlandsfl.gov or vlinsinbigler@highlandsfl.gov.

Sincerely,

Clinton Howerton, Jr., P.E.
County Engineer



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Vacation of Alley

October 28, 2021

Valerie Laurence,
Owner
113 Murray Ct NW
Lake Placid, FL 33852

RE: 101 Atherton Ave NW, Lake Placid, FL 33852

Dear Ms. Laurence,

The Highlands County Road and Bridge Department has received your request to vacate the alley described as follows:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

Highlands County Road and Bridge Department has **NO OBJECTION** to the vacation of Alley as provided in the legal description above.



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Sincerely,

Jonathan Harrison
Road and Bridge Director
Highlands County Road & Bridge

JH/lgc

Cc: Clinton Howerton, Engineering Department
Jennifer Willis, Engineering Department
Leah Sauls, Building Department



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ZONING DIVISION**

501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6638 Fax (863) 402-6651 www.highlandsfl.gov

October 28, 2021

Ms. Valerie Laurence
113 Murray Ct. NW
Lake Placid, FL 33852

Re: Vacation of Alley
101 Atherton Ave. NW
Lake Placid, FL 33852

Dear Ms. Laurence,

In my opinion as the Zoning Supervisor, vacating the portion of alley as described below will not cause any non-conforming use of any property:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

Sincerely,

Rachel Barry

Rachel Barry
Zoning Supervisor



CenturyLink

11/9/2021

Valarie Laurence
101 Atherton Avenue NW
Lake Placid, FL 33852

No Reservations/No Objection

SUBJECT: 101 Atherton Ave NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to discuss this vacate request, please contact Bill Paul at 727-449-3544 or william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P838681



10-28-2021

Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

No Reservations/No Objection,

The purpose of this letter is to confirm the fact that Comcast has no objection to the vacate of the alley associated with your parcel:

101 Atherton Ave NW – Alley's Legal Description

That portion of the 20-foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely,

Paul Brown
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914-7844
Brown_Paul@Comcast.com

November 15, 2021

Via email: valerie0200@yahoo.com

Ms. Valerie Laurence
101 Atherton Avenue NW
Lake Placid, Florida 33852

**RE: Vacation of Portion of Alley
Highlands County, Florida**

Dear Ms. Laurence:

Please be advised that Duke Energy, Distribution and Transmission Departments have **“no objection”** to the vacation and abandonment of that portion of the twenty foot (20’) platted alley dividing the northerly and southerly portions of Lot 10, Block 198, PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by prolongations of the easterly and westerly boundaries of said Lot 10, being more particularly as shown on the attached two (2) page Boundary Survey Exhibit A, drawn by Sherco, Inc. Surveying Services, Dated April 20, 2021, Project No. HI00806305, attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist



Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

Office: (863) 465-0345
Water Plant: (863) 465-2427
Fax: (863) 465-1313

September 10, 2021

Valarie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

Re: Parcel ID # C-14-37-29-300-1980-0100
Placid Lakes Industrial Pk Lot 10, Blk 198:

Dear Ms. Laurence

After review of your request to vacate the alley easement located at 101 Atheron Ave NW, Lake Placid, FL 33852:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

Placid Lakes Utilities has "No Objection" to vacation said portion of alley easement.

Sincerely,

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd. NW
Lake Placid, FL 33852



SEBRING GAS SYSTEM, INC.

3515 U.S. Highway 27 South Sebring, Florida 33870-5452 863.385.0194 Fax 863.385.3423

November 11, 2021

Highlands County Engineering Dept.
505 S. Commerce Avenue
Sebring, FL 33870

To Whom It May Concern:

Reference: 100 Commerce ST NW Lake Placid FL 33852; 101 Atherton Ave NW Lake Placid FL 33852

Please be advised that our office has no objections to vacate the easements, roads, or alleyways in the areas referenced above; we have no facilities in the area(s):

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

If you have any further questions, please feel free to contact me at 863-385-0194.

Sincerely,

Cameron Menzie
Sebring Gas System, Inc.
Operations Supervisor
Office: (863) 385-0194
Cell: (863) 253-9394
<http://www.sebringgas.com>

Cc: Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: J. D. Langford, P.E., Assistant County Engineer

SUBJECT/TITLE: Request adoption of resolution 21-22-76 for closing a platted unnamed 20-foot Alley at 100 Commerce St NW.

STATEMENT OF ISSUE

Attached for your consideration is a resolution vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE EASTERLY AND WESTERLY PORTIONS OF LOT 8, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE NORTH AND SOUTH BY THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID LOT 8.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Valerie Laurence is requesting this vacation because the platted unnamed alley that divides her property is not needed.

RECOMMENDED ACTION

Move to adopt resolution 21-22-76 for closing a platted unnamed 20-foot Alley at 100 Commerce St NW as described in the attached resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the road and any lands in connection therewith be and they are hereby renounced and disclaimed.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: [100 Commerce St NW VOR Packet_2-8-22.pdf](#)

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Valerie Lawrence
113 Murray Ct NW
Lake Placid, FL 33852

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

The petition is being requested for the following reason:

I am petitioning to vacate the alleyway as it
is not in use or necessary.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.



Signature of Petitioner

Attachments: (MAP)

Proof of Publication

Certificates Showing Taxes Paid

RESOLUTION NO.: 21-22- 76

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE RIGHT OF WAY DESCRIBED HEREIN AS REQUESTED BY VALERIE LAURENCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Valerie Laurence (Petitioner), requesting that Highlands County vacate the right of way described herein and renounce and disclaim the rights of the County and of the public in and to the right of way and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on January 18, 2022; and

WHEREAS, on January 26, 2022, the Petitioner published a notice of public hearing and intent to petition the County to vacate the right of way described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on February 15, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

That portion of the 20-foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

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

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation described hereinabove, 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.

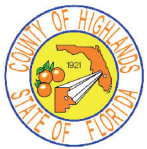
PASSED AND ADOPTED this 15th day of February, 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Courts



Highlands County Engineering Department

Reference Map
PROPOSED ROAD CLOSURE

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE EASTERLY AND WESTERLY PORTIONS OF LOT 8, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE NORTH AND SOUTH BY THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID LOT 8.

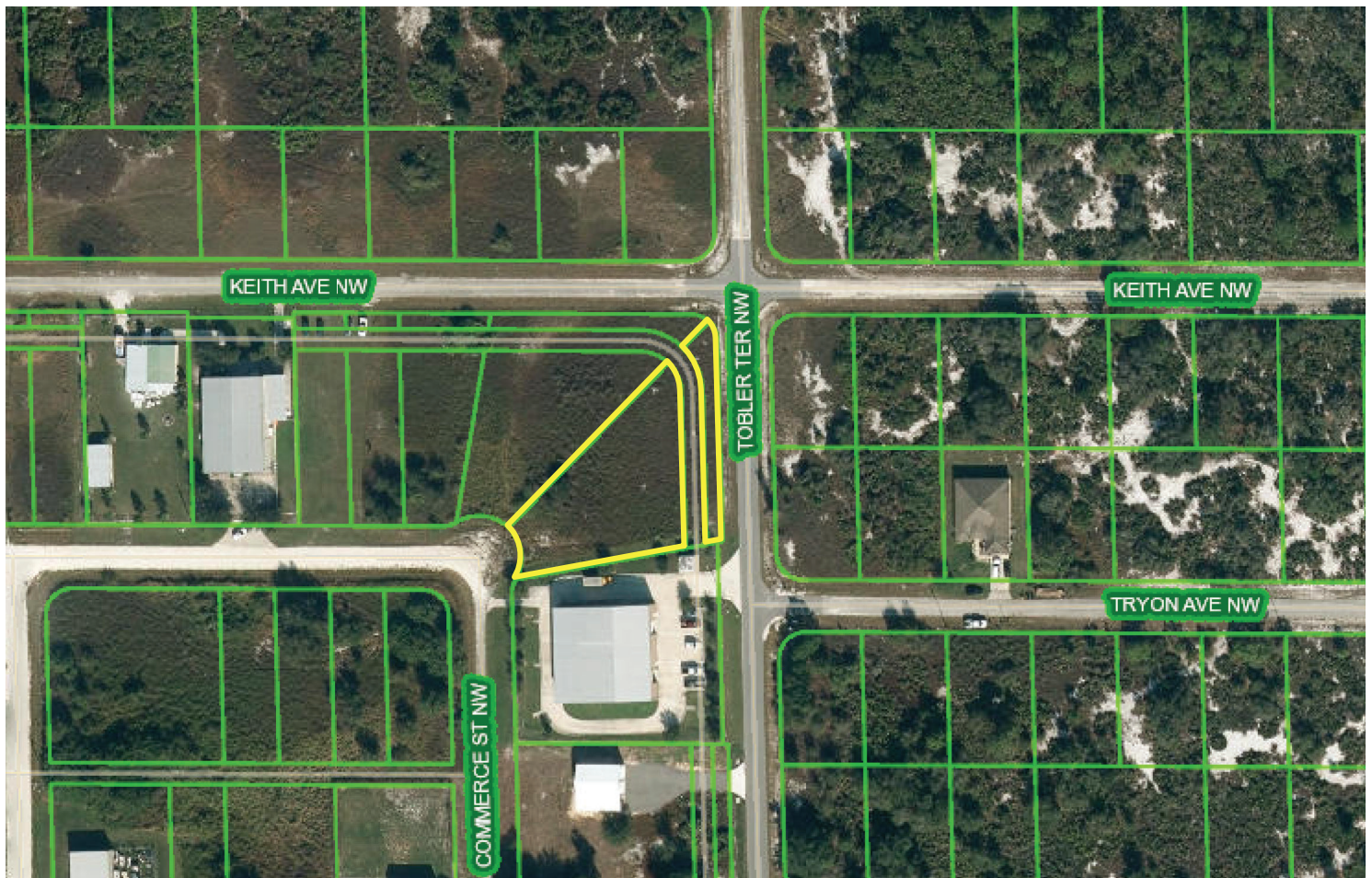
For Reference Only - Not A Boundary Survey

Map Created: 11/17/2021



1 inch = 80 feet



Highlands County Property Appraiser**C-14-37-29-300-1980-0080**[//www.hcpao.org/Search/Parcel/29371430019800080C](http://www.hcpao.org/Search/Parcel/29371430019800080C)

100 COMMERCE ST NW
LAKE PLACID, FL 33852

Owners

LAURENCE VALERIE LAYNE

Legal Description

PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

Mailing Address

113 MURRAY CT NW
LAKE PLACID, FL 33852

DOR Code: 40 - VACANT INDUSTRIAL

Neighborhood Code: 5033 - IND. IN LAKE PLACID

BOUNDARY SURVEY

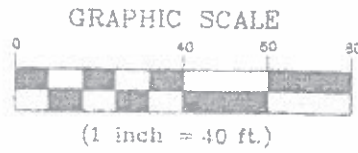
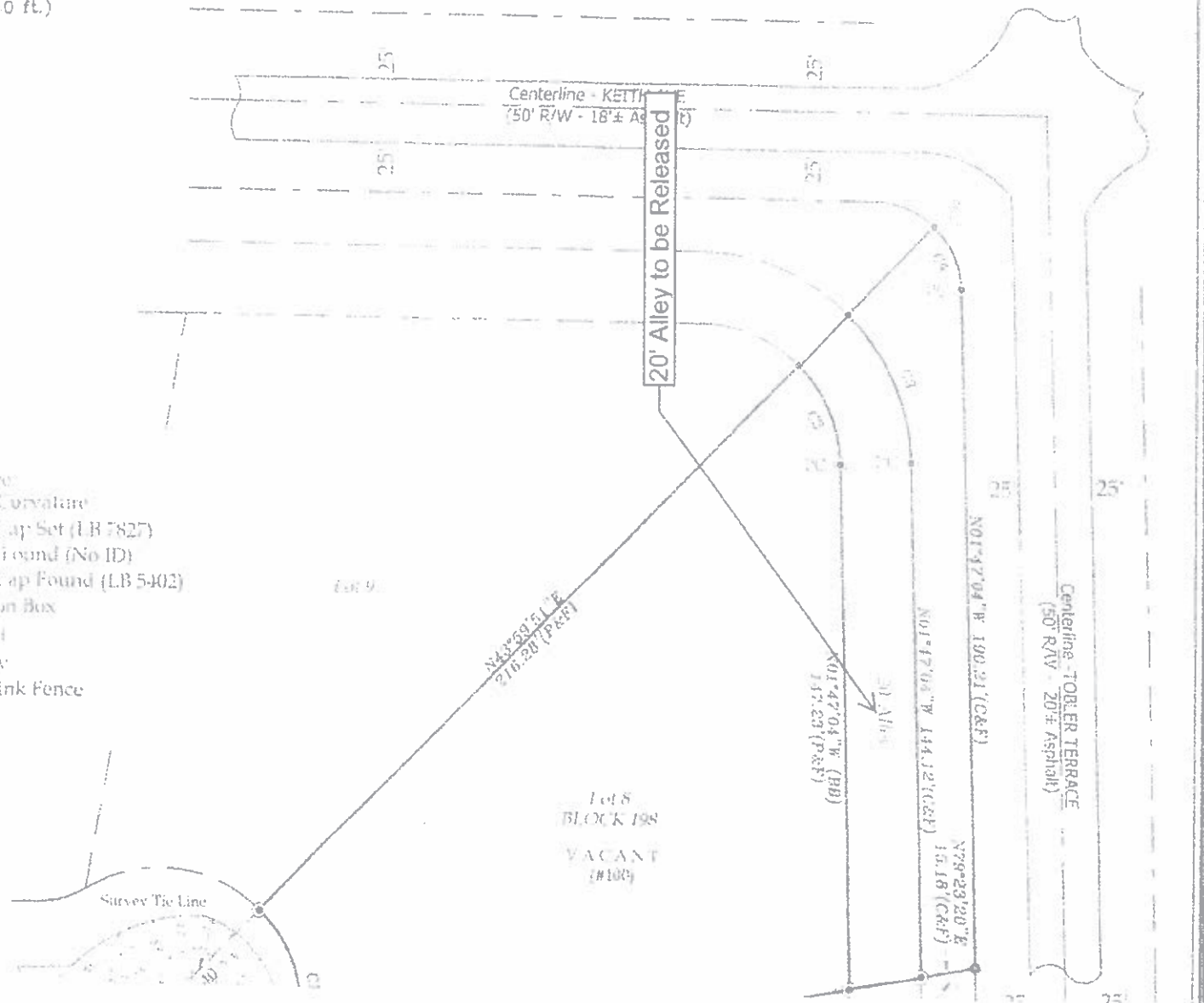


EXHIBIT "A"

LEGEND:

- (P) = Plat Data
- (F) = Field Data
- (C) = Calculated Data
- PC = Point of Curvature
- PEC = Point of Reverse Curvature
- = 3/8" Iron Rod & Cap Set (LB 7827)
- ▲ = "PK" Nail & Disc Found (No ID)
- = 1/2" Iron Rod & Cap Found (LB 5402)
- ☐ = Telephone Junction Box
- ▨ = Asphalt Pavement
- ▩ = Gravel, Shell, Clay
- = Chainlink Fence





CURVE DATA:
 C1 - (P&F)
 RADIUS=40.00'
 LENGTH=53.38'
 CHORD=49.51'
 DELTA=70°27'40"
 BEARING=N07°48'53"W

CURVE DATA:
 C2 - (P&F)
 RADIUS=40.00'
 LENGTH=30.89'
 CHORD=30.12'
 DELTA=44°14'11"
 BEARING=N23°54'52"W

CURVE DATA:
 C3 - (C&F)
 RADIUS=60.00'
 LENGTH=46.34'
 CHORD=45.19'
 DELTA=44°14'48"
 BEARING=N23°54'52"W

CURVE DATA:
 C4 - (C&F)
 RADIUS=25.00'
 LENGTH=19.49'
 CHORD=19.00'
 DELTA=44°39'51"
 BEARING=N24°06'59"W

LEGAL DESCRIPTION:
 LOT 8, BLOCK 198, PLACID LAKES
 INDUSTRIAL PARK, ACCORDING TO
 THE MAP OR PLAT THEREOF AS
 RECORDED IN PLAT BOOK 8, PAGE
 63, PUBLIC RECORDS OF
 HIGHLANDS COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this survey.
- 2) The legal description shown herein was provided by client.
- 3) The parcel shown herein lies in Zone "X", according to the Federal Emergency Management Agency's Flood Insurance Rate Map Community No. 12055C, Panel D08 C, effective November 18, 2013.
- 4) Underground improvements, if any, were not located unless shown herein.
- 5) Field bearings are based on the East Boundary Line, as being N01°47'04"W (BTR).
- 6) Plat Bearings and Distance on the Southwly boundary line were calculated to the PC, not the PRC as shown on the Plat.

PROJECT NO.: 18080630A
Field Survey Completed: 8/18/2021
Drawn: IEK
Checked: BRS
E.B.: S-85, PG. 66
Revised:

I hereby certify that I am a Florida Registered Professional Land Surveyor, and that the map or plat shown herein is a graphic representation of the described lands recently surveyed under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 3J-17 of the Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes.



Sherco, Inc.

SURVEYING SERVICES

16 North Lake Avenue
 Avon Park, Florida 33825
 Ofc (863) 453-4113 Fax (863) 453-4122

EMBOSSED

SEAL

Robert Philip Schuler, P.L.S.
 Florida Registration # LS 2930
 Certificate of Authorization # LB 7827

PROPERTY ADDRESS:
 100 COMMERCE ST NW
 LAKE PLACID, FLORIDA 33852

**CERTIFIED TO, AND FOR
 THE EXCLUSIVE USE OF:**
 DAVE & VALERIE LAURENCE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

KM
18.50
17.50
Prepared by and return to:
ROBERTO P. CELAYA
Attorney at Law
Sheehan & Celaya, P.A.
300 Dal Hall Blvd.
Lake Placid, FL 33852
863-465-1551
File Number: 21-234
Will Call No.:



[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 22 day of June, 2021 between **DIANA L. SCALES**, a single woman, as to an undivided one-half (1/2) interest, whose post office address is 201 W. 19th Street, Huntingburg, IN 47542, grantor, and **VALERIE LAYNE LAURENCE** whose post office address is 113 Murray Court NW, Lake Placid, FL 33852, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

Lot 8, Block 198, PLACID LAKES INDUSTRIAL PARK, according to the map or plat thereof as recorded in Plat Book 8, Page 63, Public Records of Highlands County, Florida.

Parcel Identification Number: C-14-37-29-300-1980-0080

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

SUBJECT TO:

1. Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
3. Outstanding oil, gas and mineral rights of record without right of entry.
4. Unplatted public utility easements of record.
5. Taxes for year of the Deed and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Rose Brang
Witness Name: Rose Brang

Diana L Scales
DIANA L. SCALES

U. Gonzalez
Witness Name: Ubaldo Gonzalez

State of Indiana
County of Dubois

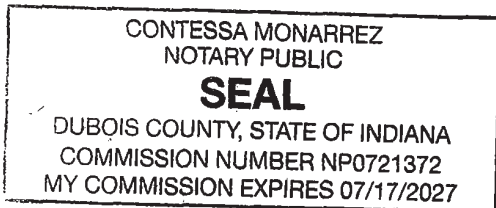
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of June, 2021 by DIANA L. SCALES, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Contessa Monarrez
Notary Public

Printed Name: Contessa Monarrez

My Commission Expires: 07/17/2027



ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2020 REAL ESTATE

83941

40

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C143729-30019800080
ESCROW CD

Visit one of our locations: Sebring Office: 540 S Commerce Ave, Sebring, FL 33870 (Drive-Thru Available) Avon Park Branch: 116 E Main St (Next to City Hall) Avon Park, FL 33825 Lake Placid Branch: 11 N Pine Ave, Lake Placid, FL, 33852 http://www.hctaxcollector.com/ (863)402-6685	
EXEMPTION CODES	

08/25/2021 02:35:28

LAURENCE VALERIE LAYNE (+1)
113 MURRAY CT NW
LAKE PLACID, FL 33852

100 COMMERCE ST NW LAKE PLACID
PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAXES LEVIED
COUNTY GENERAL	2,365	0	2,365	8.5500	\$20.22
SCHOOL GENERAL FUND	2,365	0	2,365	3.8270	\$9.05
SCHOOL BASIC DISCRETIONARY	2,365	0	2,365	0.7480	\$1.77
SCHOOL CAPITAL IMPROVEMENT	2,365	0	2,365	1.5000	\$3.55
SWFWM DISTRICT	2,365	0	2,365	0.2669	\$0.63
TOTAL AD-VALOREM TAXES			14.8919		\$35.22
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	AMOUNT				
PLACID LAKES SBD (061)	\$20.00				
COUNTY FIRE - PARCEL (124)	\$25.18				
TOTAL NON AD-VALOREM ASSESSMENTS					\$45.18
COMBINED TAXES AND ASSESSMENTS					\$80.40
If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

LAURENCE VALERIE LAYNE (+1)
113 MURRAY CT NW
LAKE PLACID, FL 33852

100 COMMERCE ST NW LAKE PLACID
PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

2020-REAL ESTATE 83941

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C143729-30019800080			40



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

December 20, 2021

Ms. Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

RE: ROAD CLOSING – 20' PLATTED ALLEY (100 COMMERCE ST)

Dear Ms. Laurence:

I have reviewed all of the information in regard to the above referenced roadway/alley. The resolution to set the public hearing for February 15, 2022 has been placed on the January 18, 2022 Board Agenda.

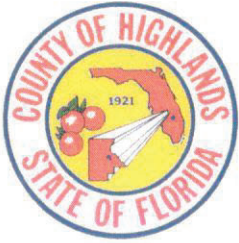
Enclosed is the Public Notice of Intention form, setting the public hearing date to consider this requested closing for February 15, 2022. **Please be advised that this Public Notice of Intention Form cannot be advertised until after the January 18, 2022 meeting.** Petitioner shall publish the Notice of Public Hearing one time in a newspaper of general circulation in Highlands County at least two weeks prior to the date stated therein for such hearing.

The County will place a 36" x 48" sign of durable material, as to withstand the elements of weather, posted at each end of the proposed road to be closed and at every intersection of the proposed road to be closed with any other public or private road. The sign shall contain lettering not less than two (2) inches in size and shall read "**PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE A ROAD**", and the Notice of Public Hearing, sealed in plastic material will be attached to said sign.

If you have any questions, please contact Jennifer Willis or Vickey Linsinbigler at 402-6877 or via email at jwillis@highlandsfl.gov or vlinsinbigler@highlandsfl.gov.

Sincerely,

Clinton Howerton, Jr., P.E.
County Engineer



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Vacation of Alley

October 28, 2021

Valerie Laurence,
Owner
113 Murray Ct NW
Lake Placid, FL 33852

RE: 100 Commerce St NW Lake Placid FL 33852

Dear Ms. Laurence,

The Highlands County Road and Bridge Department has received your request to vacate the alley described as follows:

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

Highlands County Road and Bridge Department has **NO OBJECTION** to the vacation of Alley as provided in the legal description above.



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Sincerely,

Jonathan Harrison
Road and Bridge Director
Highlands County Road & Bridge

JH/lgc

Cc: Clinton Howerton, Engineering Department
Jennifer Willis, Engineering Department
Leah Sauls, Building Department



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ZONING DIVISION**

501 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6638 Fax (863) 402-6651 www.highlandsfl.gov

October 28, 2021

Ms. Valerie Laurence
113 Murray Ct. NW
Lake Placid, FL 33852

Re: Vacation of Alley
100 Commerce St. NW
Lake Placid, FL 33852

Dear Ms. Laurence,

In my opinion as the Zoning Supervisor, vacating the portion of alley as described below will not cause any non-conforming use of any property:

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

Sincerely,

Rachel Barry
Rachel Barry
Zoning Supervisor



CenturyLink

11/1/2021

Valarie Laurence
101 Atherton Avenue NW
Lake Placid, FL 33852

No Reservations/No Objection

SUBJECT: 100 Commerce ST NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to discuss this vacate request, please contact Bill Paul at 727-449-3544 or william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P838571



10-28-2021

Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

No Reservations/No Objection,

The purpose of this letter is to confirm the fact that Comcast has no objection to the vacate of the alley associated with your parcel:

100 Commerce ST NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely,

Paul Brown
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914-7844
Brown_Paul@Comcast.com

Nov. 1, 2021

Via email: valerie0200@yahoo.com

Ms. Valerie Laurence
101 Atherton Avenue NW
Lake Placid, Florida 33852

**RE: Vacation of Portion of Alley
100 Commerce St NW, Lake Placid
Highlands County, Florida**

Dear Ms. Laurene:

Please be advised that Duke Energy, Distribution and Transmission Departments have “**no objection**” to the vacation and abandonment of that portion of the twenty (20) foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8 being more particularly as shown on the attached two (2) page Boundary Survey Exhibit A, drawn by Sherco, Inc. Surveying Services, Dated August 18, 2021, Project No. HI00806306, attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist



Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

Office: (863) 465-0345
Water Plant: (863) 465-2427
Fax: (863) 465-1313

September 10, 2021

Valarie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

Re: Parcel ID # C-14-37-29-300-1980-0080
Placid Lakes Industrial Pk Lot 8, Blk 198:

Dear Ms. Laurence

After review of your request to vacate the alley easement located at 100 Commerce St NW, Lake Placid, FL 33852:

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

Placid Lakes Utilities has "No Objection" to vacation said portion of alley easement.

Sincerely,

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd. NW
Lake Placid, FL 33852



SEBRING GAS SYSTEM, INC.

3515 U.S. Highway 27 South Sebring, Florida 33870-5452 863.385.0194 Fax 863.385.3423

November 11, 2021

Highlands County Engineering Dept.
505 S. Commerce Avenue
Sebring, FL 33870

To Whom It May Concern:

Reference: 100 Commerce ST NW Lake Placid FL 33852; 101 Atherton Ave NW Lake Placid FL 33852

Please be advised that our office has no objections to vacate the easements, roads, or alleyways in the areas referenced above; we have no facilities in the area(s):

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

If you have any further questions, please feel free to contact me at 863-385-0194.

Sincerely,

Cameron Menzie
Sebring Gas System, Inc.
Operations Supervisor
Office: (863) 385-0194
Cell: (863) 253-9394
<http://www.sebringgas.com>

Cc: Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Melony Culpepper, Planning and Zoning Manager

SUBJECT/TITLE: Public hearing to consider adoption of P&Z Hearing No. 2098, changing the Official Zoning Atlas for approximately 92.46 acres, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD).

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two parcels totaling an approximate 92.46 acres, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD). The property was rezoned to M-2 on May 19, 2020 for a proposed mobile home park. The Applicant intends to utilize some of the sites for RVs, including park models. The minimum lot size required by the Highlands County Land Development Regulations in the M-2 District is 4,000 square feet. The Applicant is requesting to further rezone this property to M-2 FUD to allow for smaller lot sizes, 2,400 square feet as permitted in the RV Park (FUD) District, for the RV parking.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2098 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2098, changing the Official Zoning Atlas for approximately 92.46 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), 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 2098 for BCC CRF - Sebring MHP.pdf](#)
[Application P&Z 2098 CRF - Sebring MHP.pdf](#)
[Resolution PZ 2098 - CRF Sebring MHP.pdf](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 2/15/2022
Case Number: P&Z 2098	Case Name: CRF – Sebring MHP
Agent: Philip DiMaria	Property Owners: CRF – Sebring MHP, LLC & Gapway Groves, Inc.
Public Hearing: BCC	Case Staff Member: Melony Culpepper

Request: Rezone two parcels totaling an approximate 92.46 acres, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD)

General Location: Two parcels totaling approximately 92.46 acres located south of Lake Little Redwater and west of State Road 17, on the east side of Panther Parkway and predominately on the north side of Beacon Ave.; the address being 2530 Beacon Ave. and parcel ID C-07-34-29-A00-0100-0000

PARCEL ID: C-07-34-29-A00-0100-0000
C-12-34-28-A00-0110-0000

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution, P&Z 2098, changing the Official Zoning Atlas for approximately 92.46 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2098, changing the Official Zoning Atlas for approximately 92.46 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.
- 3. Excerpt from the January 11, 2022, DRAFT P&Z Minutes and Recommendation to the BCC:** **“7.C. HEARING NUMBER P&Z 2098 – GAPWAY GROVES, INC. AND CRF-SEBRING MHP, LLC, C/O PHILIP DIMARIA** Two parcels totaling approximately 92.46 acres located south of Lake Little Redwater and west of State Road 17, on the east side of Panther Parkway and predominately on the north side of Beacon Ave.; the address being 2530

Beacon Ave. and parcel ID C-07-34-29-A00-0100-0000; and abbreviated legal as follows: Two parcels totaling approximately 92.46 acres located in Sections 12 and 13, Township 34 South, Range 28 East, Highlands County, Florida and Section 7, Township 34 South, Range 29 East, Highlands County, Florida.

The applicant is requesting a zoning change from Mobile Home Park District (M-2) to Mobile Home Park with a Flexible Unit Development District (M-2 FUD). Mr. Roberts read the request and Mrs. Culpepper and Mr. DiMaria presented the request. There were no letters received, and no one in the audience spoke for or against the request.

Motion by Mr. Ingler and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2098, changing the Official Zoning Atlas for approximately 92.46 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law, including the following conditions: (1) The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code of Ordinances, Highlands County, Florida; (2) There shall be a maximum of 451 units; (3) Minimum lot size shall be 2,400 square feet; and (4) Lots less than 4,000 square feet in size shall be utilized for recreational vehicles, including park models. No mobile homes shall be permitted on these lots.

Upon roll call, all members voted yes. **Motion carried 6-0."**

4. Recommended conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code of Ordinances, Highlands County, Florida;
2. There shall be a maximum of 451 units;
3. Minimum lot size shall be 2,400 square feet; and
4. Lots less than 4,000 square feet in size shall be utilized for recreational vehicles, including park models. No mobile homes shall be permitted on these lots.

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of two parcels totaling an approximate 92.46 acres, from M-2 to M-2 FUD.

The property was rezoned to M-2 on May 19, 2020 for a proposed mobile home park. The Applicant intends to utilize some of the sites for recreational vehicles, including park models. The minimum lot size required by the Highlands County Land Development Regulations in the M-2 District is 4,000 square feet. The Applicant is requesting to further rezone this property to M-2 FUD to allow for smaller lot sizes, 2,400 square feet as permitted in the RV Park (FUD) District, for the RV parking.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	Medium Density Residential (RM)	M-2
Adjacent Property to the North	Lake Little Redwater/ Groves	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the South	Groves	RM	Residential District (R-1A)
Adjacent Property to the East	Groves	AG/RM	AU/R-1A
Adjacent Property to the West	Lake Sebring/ Timberland/ Single-Family Dwelling	AG	AU/R-1A

3. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.222: Mobile Home Parks District (M-2) and Section 12.05.291: Flexible Unit Development District (FUD).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Fire Rescue: The Fire Department does not have any issues with the zoning adjustments proposed.

Natural Resources: RV park in what is currently citrus grove on the shores of Little Red Water (Avon Park). The water quality of this lake is good and to keep it that way with this many new inhabitants we suggest that all buildings with a bathroom be hooked to city sewer and water; no septic tanks allowed.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection. See our department for an Annual Operating Permit if new MH or RV park is constructed. Must meet requirements of 64E-15, F.A.C. If proposing public Pools or Spas in park, these must meet the requirements of 64E-9, F.A.C. and Florida Building Code requirements.

Florida Department of Transportation: No comment at this time, however I have forwarded this PDF to our Traffic Analyst to determine any impacts this development may have on SR 17.

Sebring Airport Authority (SEF): The proposed applications have no impact to SEF; however, the developer should be made aware that any structure will need to undergo a 7460 review by the FAA for some portions of the proposed area.

4.B. The following Departments, Divisions, and Agencies offered no comment: None.

4.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Highlands County Emergency Management, Highlands County Emergency Medical Services, and the School Board of Highland County.

5. Planning Division: The following analysis and findings of fact describe the physical, legal, and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the property has an elevation between 105 feet to 150 feet, sloping to the west toward Little Redwater Lake.
2. **Soils:** The soils the site are *Astatula Sand 0 to 8% Slopes and Satellite Sand*.
Astatula Sand 0 to 8% Slopes – This soil is nearly level to moderately sloping, and excessively drained.
Satellite Sand – this soil is nearly level and somewhat poorly drained.
Astatula Sand is suitable for urban uses. *Satellite Sand* is more suited for citrus crops; however, it is only located on a portion of the property.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation. They currently contain citrus groves.

5.B. Zoning Analysis:

1. **Current Use of Land:** The parcel is currently a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of M-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2 FUD.
5. **Current Population Yield:** The current zoning allows a maximum of 1,671 persons; 92.46 acres x 8 dwelling units per acre = 739.68 dwelling units; 739.68 dwelling units x 2.26 persons = 1,671.68 persons.
6. **Proposed Population Yield:** The proposed zoning will result in a population yield of 1,012 persons; 448 proposed units x 2.26 persons = 1,012.48.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a 448-unit mobile home and RV park.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetlands habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of AE, for areas located within a Special Flood Hazard Area, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Numbers **12055C0136C, 12055C0137C, 12055C0138C, and 12055C0139C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by 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 Scenic Highway and Beacon Avenue.
 5. **Recreation:** Pursuant to Section 12.05.222.P.10 of the Highlands County LDRs, a recreation area shall be provided equivalent to 100 square feet of area for each mobile home site.
 6. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.
- 5.E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.
- 5.F. **Schools:** Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is** required at the time of development.
- 5.G. **Airports:** The subject property is located approximately 5.15 miles southeast of the Avon Park Executive Airport and 8.50 miles northwest of the Sebring Regional Airport.
6. **Mandatory Findings of Fact:**

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2098, changing the Official Zoning Atlas for approximately 92.46 acres from Mobile Home Parks District (M-2) to Mobile

Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code of Ordinances, Highlands County, Florida;
2. There shall be a maximum of 451 units;
3. Minimum lot size shall be 2,400 square feet; and
4. Lots less than 4,000 square feet in size shall be utilized for recreational vehicles, including park models. No mobile homes shall be permitted on these lots.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Site Plan

Exhibit 1:

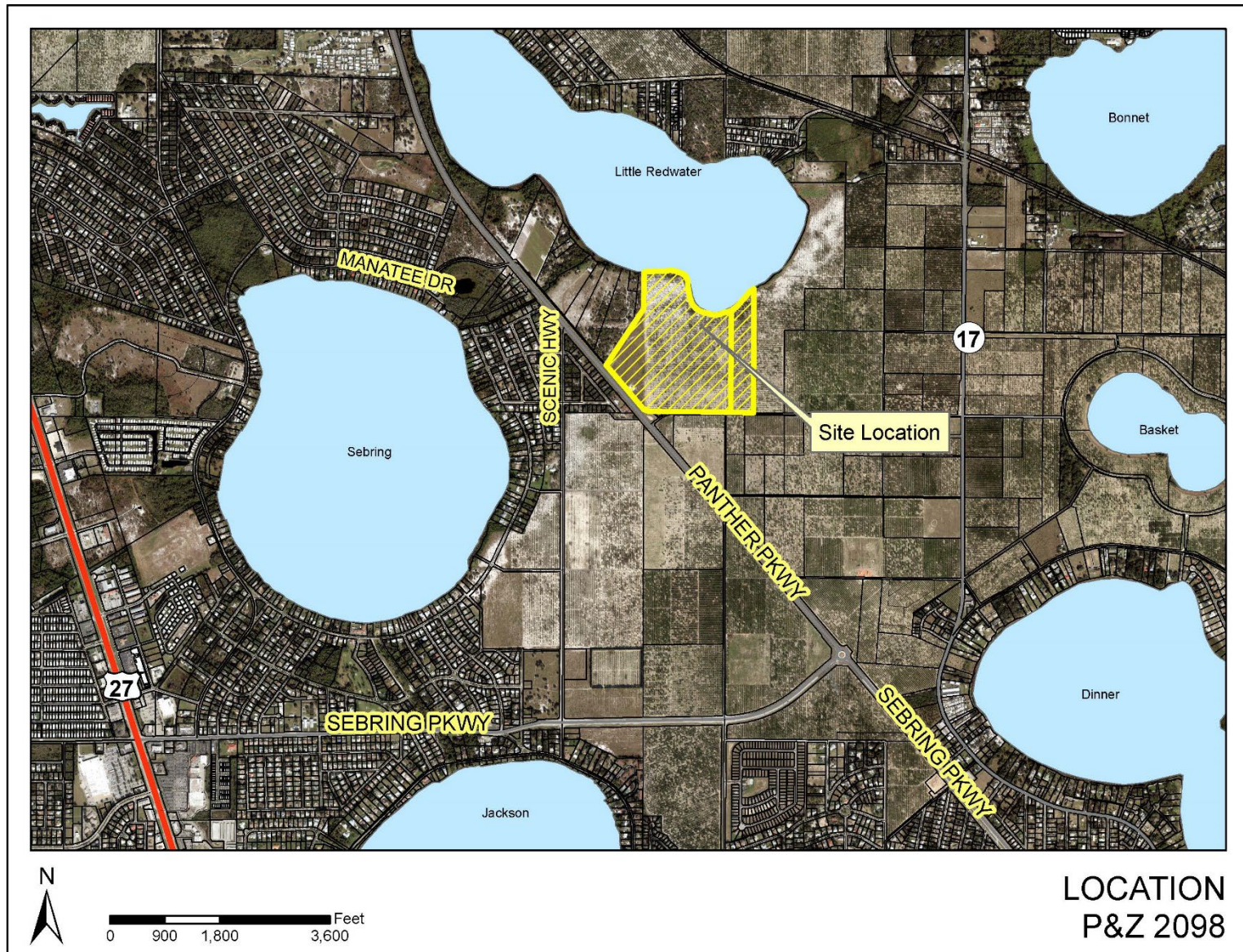


Exhibit 2:

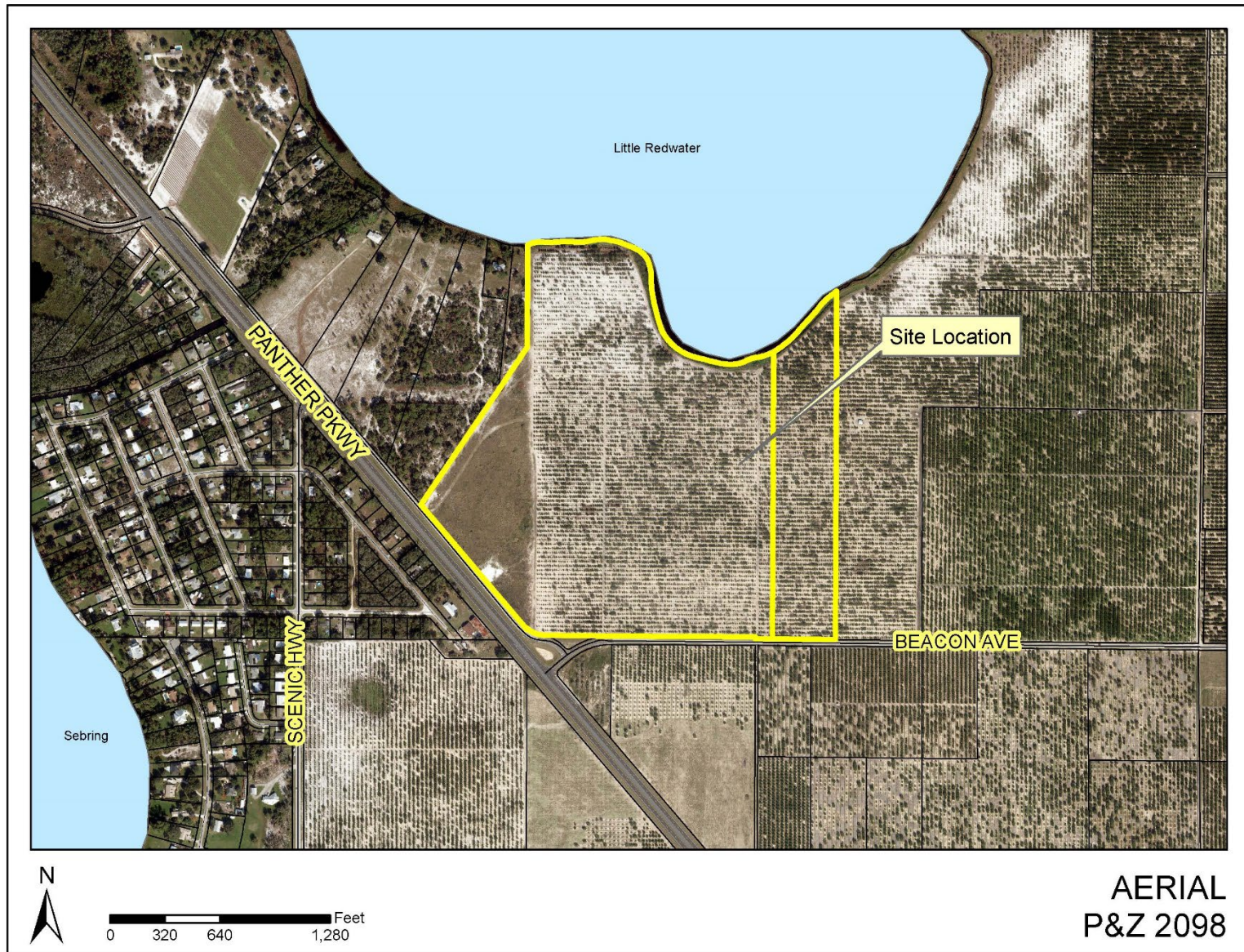


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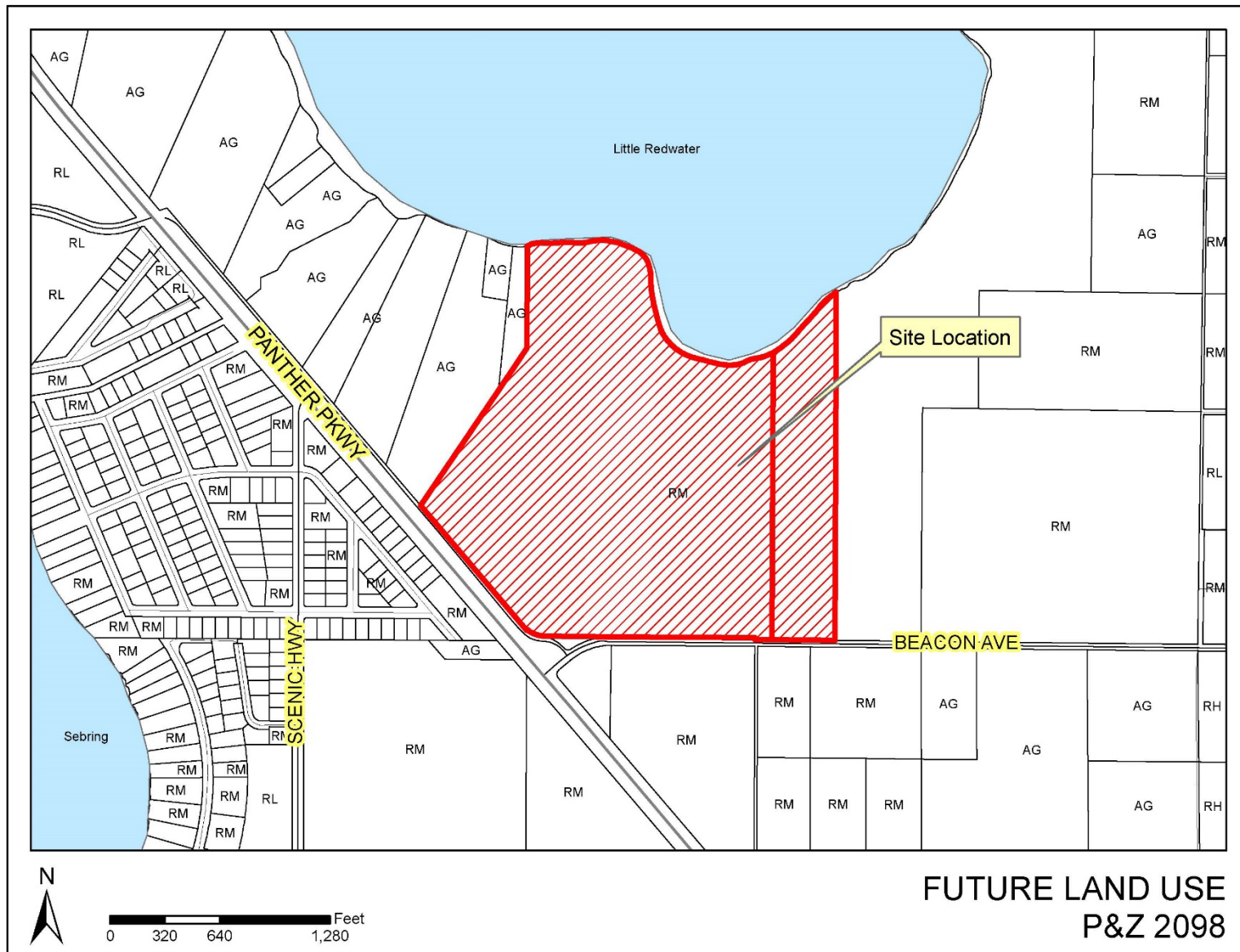


Exhibit 4:

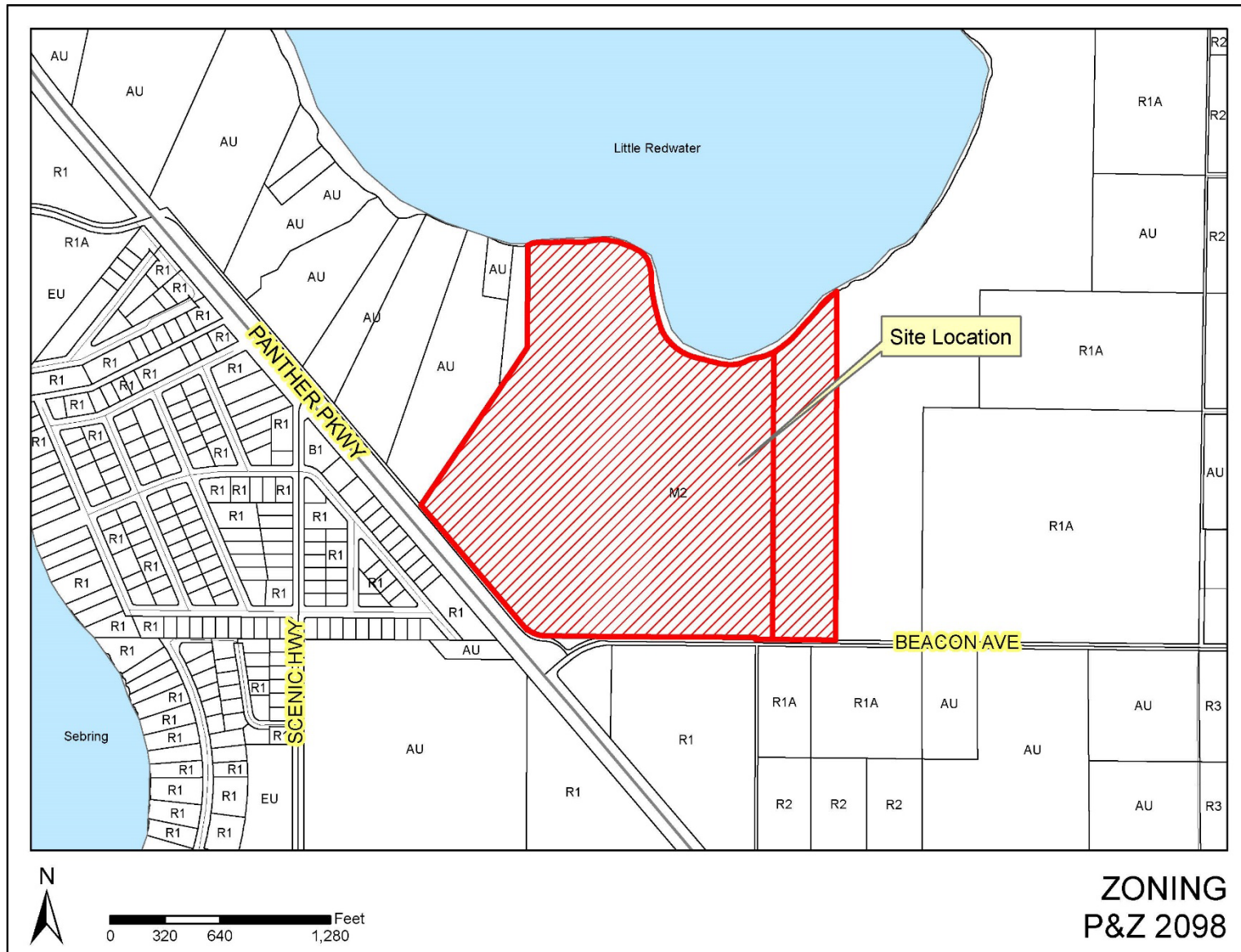


Exhibit 5:

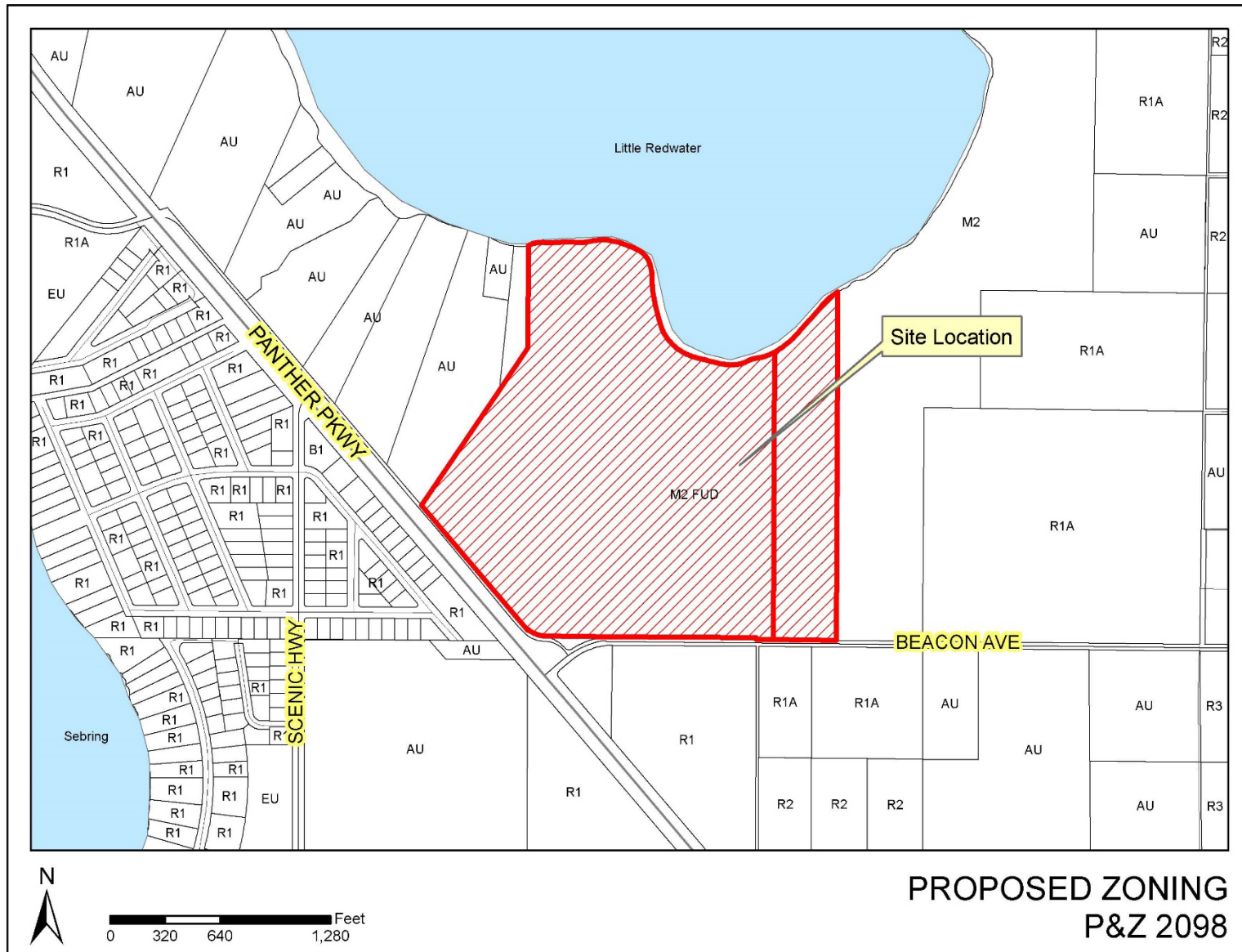
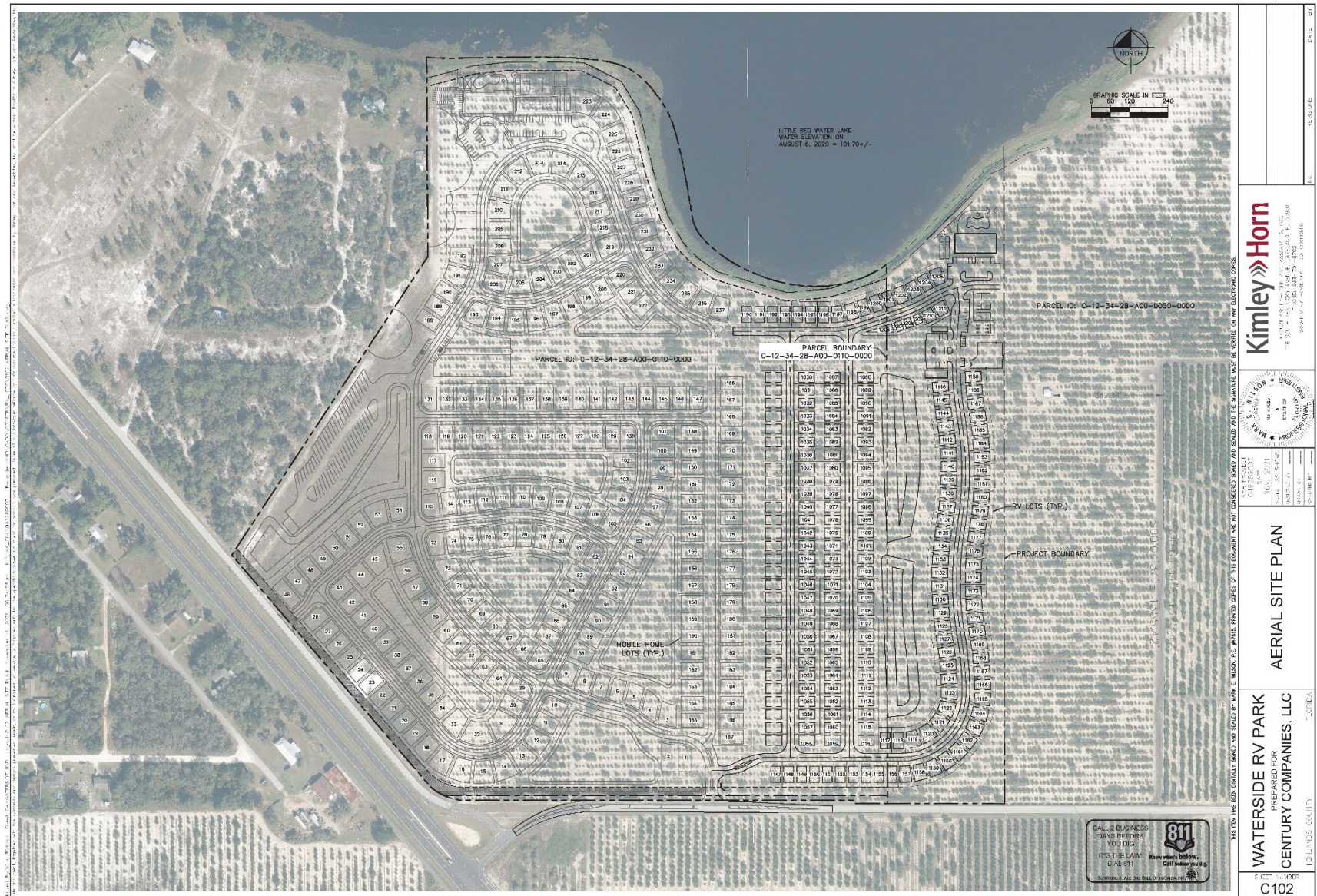


Exhibit 6:



Highlands County, Florida
Zoning Change Application

Zoning change from: M-2

Zoning change to: M-2 FUD

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

Project # 21110008

P&Z Hearing Number: 2098 Date of Application: 11/17/2021

Amount of Fee: \$ 1,950.00 Receipt No.: 32842550 Tax Map No.: 46-D

Hearing Dates: LP: _____ P&Z: 11/11/2022 BCC: 12/15/2022

This application has been reviewed for completeness and determined sufficient:

Jacquel B. J.
Zoning Supervisor

11/24/2021
Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: CRF - Sebring MHP, LLC (Applicant) & Gapway Groves Inc.

Mailing Address: 500 S. Florida Ave. Suite 700, Lakeland, FL 33801 & PO Box 1364, Auburndale, FL 33823

Telephone No.: _____ **E-Mail Address:** _____

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: Philip DiMaria

Mailing Address: 1777 Main St. Suite 200, Sarasota, FL 34236

Telephone No.: 941.379.7636 **E-Mail Address:** Philip.DiMaria@kimley-horn.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. -BOWERS BLK- A 158.51 AC TR IN SEC 12-34-28 + 7-34-29 LYING S + E OF LITTLE RED WATER LAKE + 13-34-29 BTWN MANATEE DR + SEBRING PKWY 12-34-28/5 158.51 ACRES

4. **Strap No.(s) of Property Covered by Application:**

STRAP #: C- 12 - 34 - 28 - A00 - 0110 - 0000 STRAP #: C- 12 - 34 - 28 - A00 - 0050 - 0000

STRAP #: C- _____ STRAP #: C- _____

5. **Street Address(es) of Property Covered by the Application:** 2530 Beacon Ave. Sebring, FL 33870 & 2534 Beacon Ave. Sebring, FL 33870

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: M-2 Existing Land Use Classification: RM
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent
7. Existing Property Information: Size of Property (width) +/- 2,900 feet, (depth) +/- 4,650 feet, street frontage +/- 3,200 feet, water frontage +/- 4,500 feet, Total acres 158.51
If different from the total acreage, the upland, or developable portion is 158.51 +/- 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? There is one concrete block structure on the property previously used as a well and pump shed for agricultural purposes.
- 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.): N/A
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose name and when? N/A
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	Residential/Agriculture	AG	AU
South	Groves/Orchards	RM	R1/R1A
East	Groves/Orchards	AG/RM	AU/R1A
West	Residential	AG	AU/R1A

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): The proposed rezone would be a change from M-2 to M-2 FUD in order to allow the development of RV lots on the subject property.
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
The proposed maximum number of dwelling units would be 1,268 (158.51 acres x 8 du/acre).
16. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

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 Utilities 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 3,191,000 gpcd.
- The facility has an excess capacity of 2,620,828 gpcd.
- This proposed development will require approximately 291,600 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If **No**, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N/A **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 Utilities 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 887,000 gpcd.
- The facility has an excess capacity of 1,113,000 gpcd.
- This proposed development will require approximately 291,600 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If **No**, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. N/A **Applicant's Initial**

- 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 PD **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 City of Sebring Utilities 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: Projected demand of 12.68 acres per
LOS standards for the County. County to confirm available capacity / LOS would not be impacted by development.

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

- 31. Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District a letter that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (See the attached sample letter requesting this information from the School District.)

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

- 32. Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2. BEFORE THIS APPLICATION IS DETERMINED TO BE COMPLETE, THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

1. Required with this application.
2. Required at the time of development

C Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

1. Required with this application
2. Required at the time of development ☒ ☐

Right-of-way and roadway improvements will be required at time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Kenna B. Anderson 2-18-20
Reviewer's Signature Date

[Signature] 2-18-2020
County Engineer's Signature Date

- 33. Preliminary Concurrence Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrence Approval. A separate application for Concurrence Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:

TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
CURT IVY
CHARLIE LOWRANCE
MARK 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

February 12, 2020

Ms. Amanda Brandon
Kimley-Horn
1777 Main Street, Suite 200
Sarasota, FL 34236

Re: 832 Manatee Dr. (C-12-34-28-A00-0050-0000) Water & Wastewater capacity request for proposed residential development

Dear Ms. Brandon,

Listed below is the water and wastewater capacities data you requested for the above referenced project.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,191,000 GPD
Excess capacity: 2,620,828 GPD
This development demand: See application GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 887,000 GPD
Excess capacity: 1,113,000 GPD
This development demand: See application 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

**School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments**

February 18, 2020

Amanda Brandon
Kimley-Horn
1777 Main Street, Suite 200
Sarasota, FL 34236

School Year of Analysis: **2019/2020**

Proposed Development:

Applicant: Kimley-Horn

Location (map attached): 832 Manatee Drive, Sebring, FL C-12-34-28-A00-0050-0000

School Attendance Zones:

Elementary: **Woodlawn Elementary**

Middle: **Hill-Gustat Middle**

High: **Sebring High**

Proposed Dwelling Units: ____ Single Family 1268 Mobile Home ____ Multi-Family

Propose build out year: **Unknown**

Proposed Phasing if applicable:

2012 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

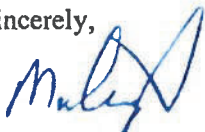
Dr. Brenda Longshore, Superintendent
Bill Brantley, Chairperson · Donna Howerton, Vice Chairperson
Jill Compton Twist · Isaac Durrance · Jan Shoop

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Equal Opportunity Employment and Veteran's Preference Employer

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Woodlawn Elementary	40.80	0	1011.52	109.05	902.47
Hill-Gustat Middle	246.40	0	758.72	51.99	706.73
Sebring High	502.76	0	933.74	62.14	871.60

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S. 163.3180 at time of development.

Sincerely,



Michael Averyt
 Assistant Superintendent of Business/Operations

MA/cd

Dr. Brenda Longshore, Superintendent
 Bill Brantley, Chairperson · Donna Howerton, Vice Chairperson
 Jill Compton Twist · Isaac Durrance · Jan Shoop

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 Equal Opportunity Employment and Veteran's Preference Employer

RESOLUTION NO. 21-22-72

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-07-34-29-A00-0100-0000 AND C-12-34-28-A00-0110-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-34-29-A00-0100-0000 and C-12-34-28-A00-0110-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-34-29-A00-0100-0000 and C-12-34-28-A00-0110-0000 and more particularly described as:

All of Government Lots 6 and 7 lying South of Lake Little Redwater, a/k/a the East 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, and that portion of Government Lots 5 and 8, a/k/a the fractional West 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Beginning at a point on the East line of said Government Lot 8, which is 59 feet North of the Southeast corner of said Government Lot 8, thence North 40 degrees West, along the Northerly side of a county road, 950 feet to a point, thence North 34 degrees 28 minutes East to a point on the East line of said Government Lot 5, thence South along the East line of said Government Lots 5 and 8 to the Point of Beginning, LESS AND EXCEPT any portion thereof lying in lands conveyed to Highlands County by virtue of Warranty Deed recorded in Official Records Book 2463, Page 339, Public Records of Highlands County, Florida. AND the West 100.00 feet of the West 3/4 of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, Less right of way for Beacon Drive (formerly known as Manatee Drive), AND the West 100.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, lying South of Little Lake Redwater.

And

A portion of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, further described as follows:

Commence at the Southwest corner of said Section 7 and run S 89°53'49" E along the South boundary of the Southwest 1/4 of said Section 7, 100.00 feet to the Point of Beginning; thence continue S 89°53'49" E along said South boundary, 365.94 feet; thence N 00°04'45" W, parallel with the West boundary of the Southwest 1/4 of said Section 7, 2044.3 feet more or less to the water's edge of Little Lake Redwater; thence Southwesterly along said water's edge to its intersection with a line bearing N 00°04'45" W from the Point of Beginning; thence S 00°04'45" E, along said line lying 100.00 feet East of and parallel with the West boundary of the Southwest 1/4 of

P&Z 2098

said Section 7, 1682.5 feet more or less to the Point of Beginning. LESS road right of way for Beacon Drive (formerly known as Manatee Drive).

is hereby changed from Mobile Home Park District (M-2) to Mobile Home Park with a Flexible Unit Development District (M-2 FUD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Park with a Flexible Unit Development District (M-2 FUD).

SECTION 3. General Conditions, Restrictions and Limitations. This M-2 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.291 of the Highlands County Code of Ordinances (hereinafter referred to as the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Highlands County Code of Ordinances;
2. There shall be a maximum of 451 units;
3. Minimum lot size shall be 2,400 square feet; and
4. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.

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 2098, 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 15th day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request adoption of Ordinance 21-22-13. An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to an Amendment to the Highlands County Code of Ordinances, Chapter 3, Alcoholic Beverages; Providing for Legislative Findings and Intent; Providing for Amendment to Chapter 3, Alcoholic Beverages, Section 3-5, Possession of Open Containers on County Property, (d) Exceptions; 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.

STATEMENT OF ISSUE

AMENDMENT TO CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-5, POSSESSION OF OPEN CONTAINERS ON COUNTY PROPERTY, (d) EXCEPTIONS. Highlands County Code of Ordinances, Chapter 3, Alcoholic Beverages, Section 3-5, Possession of Open Containers on County Property, (d) Exceptions, is amended as set forth hereafter. Sec. 3-5. - Possession of alcoholic beverages upon public property (d) Exceptions, is amended as follows: (d) Exceptions.

2. Within the following County Properties, without the need for a temporary exception from the Board of County Commissioners, and so long as the event being held is not an event wherein the primary focus of the event is children and the facility use rules are followed: Bert J. Harris, Jr. Agricultural Center, Desoto City Community Center, H.L. Bishop Park Clubhouse, Highlands County Multi-Sports Complex, Highlands Park Estates Clubhouse, Lorida Community Center, Placid Lakes Community Building, and Sun 'n Lakes Community Building and the Venus Community Center.

RECOMMENDED ACTION

Move to adopt Ordinance 21-22-13. An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to an Amendment to the Highlands County Code of Ordinances, Chapter 3, Alcoholic Beverages; Providing for Legislative Findings and Intent; Providing for Amendment to Chapter 3, Alcoholic Beverages, Section 3-5, Possession of Open Containers on County Property, (d) Exceptions; 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.

FISCAL IMPACT

There is no fiscal impact

Attachments: [Ordinance revising section 3.5-Alcohol Venus Clubhouse.SGS \(002\).pdf](#)
[Ord 21-22-13.pdf](#)

ORDINANCE NO. 21-22- 13

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AN AMENDMENT TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 3, ALCOHOLIC BEVERAGES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-5, POSSESSION OF OPEN CONTAINERS ON COUNTY PROPERTY, (d) EXCEPTIONS; 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, from time to time Highlands County provides updates and amends its codes and regulations in the best interest of its residential and business citizens; and

WHEREAS, Highlands County has determined that it is appropriate to update and revise its Code of Ordinances relative to alcoholic beverages on County owned and maintained property; and

WHEREAS, 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. AMENDMENT TO CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-5, POSSESSION OF OPEN CONTAINERS ON COUNTY PROPERTY, (d) EXCEPTIONS. Highlands County Code of Ordinances, Chapter 3, Alcoholic Beverages, Section 3-5, Possession of Open Containers on County Property, (d) Exceptions, is amended as set forth hereafter.

Note: Underlined words constitute additions to existing text, and asterisks (*) indicate omitted parts which are intended to remain unchanged.**

Sec. 3-5. - Possession of alcoholic beverages upon public property (d) Exceptions, is amended as follows:

(d) *Exceptions.*

2. Within the following County Properties, without the need for a temporary exception from the Board of County Commissioners, and so long as the event being held is not an event wherein the primary focus of the event is children and the facility use rules are followed: Bert J. Harris, Jr. Agricultural Center, Desoto City Community Center, H.L. Bishop Park Clubhouse, Highlands County Multi-Sports Complex, Highlands Park Estates Clubhouse, Lorida Community Center, Placid Lakes Community Building, ~~and Sun 'n Lakes Community Building~~ and the Venus Community Center.

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 Chapter 3, Section 3-5 of the Highlands County Code of Ordinances, 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. Sections in this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

Jerome Kaszubowski, Clerk

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN

Published – Daily

SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,

COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida; NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO.: 21-22-13 RELATED TO AMENDING THE HIGHLANDS COUNTY CODE OR ORDINANCE, CHAPTER 3, ALCHOLIC BEVERAGES FEBRUARY 15, 2022 was published in said newspaper in the issues JANUARY 30, 2022

Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 8th day of February, 2022

Romona D. Washington

Notary Public

(Notary Stamp)



ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request adoption of Resolution 21-22-74. A Resolution of Highlands County, Florida Amending Highlands County Resolution 20-21-173 Pertaining to the Building Rental Fee Schedule; Providing for Legislative Findings and Intent; Providing for Amendment to Resolution 20-21-173, Building Rental Fee Schedule; 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.

STATEMENT OF ISSUE

On November 16, 2021, the Board approved to transfer the Venus Community Center from Fire Services back to a facility available for rent to the public. Therefore, The Highlands County Building Rental Fee Schedule for Fiscal Year 2021-2022 as set forth in Resolution 20-21-173 is hereby repealed in its entirety and replaced with Exhibit "A" within Resolution 21-22-74.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-74. A Resolution of Highlands County, Florida Amending Highlands County Resolution 20-21-173 Pertaining to the Building Rental Fee Schedule; Providing for Legislative Findings and Intent; Providing for Amendment to Resolution 20-21-173, Building Rental Fee Schedule; 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.

FISCAL IMPACT

Fiscal impact is unknown at this time.

Attachments: [Venus Center_Fee Schedule Res.CB_SGS.pdf](#)

RESOLUTION NO. 21-22-74

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA AMENDING HIGHLANDS COUNTY RESOLUTION 20-21-173 PERTAINING TO THE BUILDING RENTAL FEE SCHEDULE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO RESOLUTION 20-21-173, BUILDING RENTAL FEE SCHEDULE; 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, on November 16, 2021, Highlands County changed the use of the Venus Community Center from a Fire services facility to a facility available for rental use by the public; and

WHEREAS, Highlands County has determined that it is necessary to include the Venus Community Center in its Building Rental Fee Schedule.

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. Amending Resolution 20-21-173, Building Rental Fee Schedule. The Highlands County Building Rental Fee Schedule for Fiscal Year 2021-2022 as set forth in Resolution 20-21-173 is hereby repealed in its entirety and replaced with **Exhibit "A"** attached hereto.

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 revisions to the Building Rental Fee Schedule, 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 15 day of February 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____

Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"

Highlands County Building Rental Use Rules

FY 21-22

1. **Responsibility:** The responsibilities of the renter are not limited to inside the facility but extend to the surrounding County property.
2. **Reservations:** Reservations for use of the Ag Center, Desoto Community Center, Lorida Community Center, Venus Community Center and the H.L. Bishop Park Clubhouse are made with the Parks & Facilities Management Office.
 - a. Reservations for use of the Highlands Park Estates Clubhouse, Sun N Lakes of Lake Placid Clubhouse or Placid Lakes Community Center are made with the Non Ad Valorem Department.
 - b. Reservations may be made during normal business hours, from 8:00 am to 4:30 pm, Monday through Friday. Reservations may be made up to (1) year in advance but should be made no later than ten (10) days prior to the event. Reservations not made ten (10) days prior to the event must be paid with cashier's check, money order or cash. Reservations are on a first come first serve basis and cannot be confirmed until payment is received. The responsible renter must be 21 years of age or older.
3. **Refunds:** Refunds will only be processed when reservations are canceled at least ten (10) days prior to the event. Exceptions to this policy require County Administrator approval.
4. **Usage Hours:** The hours for use, including set-up and clean-up, will be shown on the rental agreement. All private functions are limited to a total of 8 consecutive hours except by prior approval from the respective department. Government and non-profit seminars, classes, events, etc. will be exempt from this rule.
5. **Admission:** Except for approved non-profit organizations, County buildings shall not be used for events where admission is charged, or anything is sold for the personal gain of one or more persons or businesses. A Special Event permit may need to be filled out with the Highlands County Code Enforcement for use of food vendors or non-food vendors at the event, that will be set-up outdoors.
6. **Maintaining a Healthy Environment:** Renters are responsible for promoting healthy behaviors that reduce the spread of germs during their event(s). Follow the Center for Disease Control and Prevention's considerations for Events and Gatherings posted on their website. Items include but are not limited to promoting hand hygiene, staying home when sick, practicing social distancing and respiratory etiquette and frequent cleaning and sanitizing prior to and during event. Required personal protective equipment, cleaning supplies, garbage bags, etc. need to be part of your event plan.
7. **Alcohol:** Pursuant to Highlands County Ordinance 20-21-04, the consumption of

alcoholic beverages is permitted at certain specified County facilities provided that the primary focus of the event is not children and the proper insurance, indemnification and other requested documentation is provided to the County 10 days prior to the event. Any person convicted of violation of any of the provisions of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail for a period not to exceed 60 days, or both such fine and imprisonment for each such offense. For the use of alcoholic beverages at any event, a Special Event permit must be filled out with the Highlands County Code Enforcement at 501 S. Commerce Ave in Sebring; Phone number 863-402-6638.

8. **Fireworks:** Fireworks and explosives are not permitted on County property.
9. **Smoking:** Smoking and/or the use of smokeless tobacco or snuff are not permitted on County property.
10. **Animals:** With the exception of certified service animals, no animals are permitted on County property.
11. **Decorations:**
 - a. **Ceilings** - Banners and bunting shall not be hung from the ceiling by any means, other than ceiling grid hangers (where ceilings have grids) specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. may not be used. Any damage to the ceiling tiles or grids, regardless of hanging method, will be the responsibility of the renter.
 - b. **Walls** – Nothing shall be hung on the walls in any building by any method. At no time will any notices to the public be removed or covered obscuring them from attendees.
 - c. **Tables** – Table skirting may be fastened to tables by plastic clips or connectors specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. must not be used.
 - d. **Confetti or glitter** – The use of confetti and glitter is not permitted on County property.
 - e. **Candles** – The use of candles or open flames is not permitted on County property.
12. **Tables & Chairs:** Tables and chairs are to be used inside the building only. Tables and chairs for use outside of the building must be privately procured by the renter. Some locations have tables and chairs available on roll carts; however, the renter is responsible for setting them up and placing them back on the cart at end of event. Absolutely NO sitting on tables. Set-up and tear-down is available at the O.S. "Sam" Polston Auditorium at the Bert J. Harris Agri Civic Center for an additional fee.
13. **Doors:** Doors are not to be propped open for any reason.
14. **Food:** If food is to be served and/or consumed inside the building, tablecloths must be used, and tables and chairs must be wiped down after use. If outdoor

cooking equipment is used, such as smokers or grills, they must be set-up a minimum of 50 feet from the edge of any building rooflines. Authorization must be obtained to sell food prior to any event at all locations.

15. **Overnight Parking:** Overnight parking or use of camping equipment is prohibited.
16. **Housekeeping:** Cleanup is the responsibility of the renter and all trash generated must be properly disposed of. **Renters must supply their own garbage bags and remove garbage from the building for proper disposal off premises or in County dumpsters where available.** Floors are to be left broom cleaned and no substances are to be placed on floors for any purpose; except at Placid Lakes Community Center, Sun N Lakes of Lake Placid Community Center and Highlands Park Estates Community Center. The community buildings are not cleaned by county staff, so facilities must be left clean for the next renter. The deposit will be refunded only if the building and grounds have been cleaned and left in good condition and all rules have been followed. Failure to comply with any of the cleaning and/or rules will result in forfeiture of all or a portion of the deposit.
Any renter who leaves a building or grounds in a manner requiring damage repair or an extraordinary amount of clean-up will be charged an additional fee, as specified in the fee schedule. This amount will be deducted from the refundable damage deposit and overages will be billed.
17. **Physical Security:** Physical security for rented buildings is the responsibility of the renter. All doors and windows must be checked to ensure they are secured prior to the renter leaving the building. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All water spouts must be in the off position. Lock all doors and gates. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.
18. **Proof of Liability Insurance:** Proof of insurance is required for every event. Insurance may be obtained by contacting a local insurance agency or through Sherri Bennett, Highlands County Board of County Commissioners Risk Management Coordinator at 863-402-6792. The County does not receive a commission from policies obtained.

Highlands County Building Rental Fee Schedule

FY 21-22

Building	Hours Available for Rental	Capacity (approx.)	Damage Deposit Refundable	Private, Education, Civic, Religious, Non-Profit Rate (Per Day)	Additional Fees	Extraordinary Cleanup * (* held from deposit)
Ag Center Auditorium 4509 George Blvd. Sebring, FL 33875 863-402-6758	8 am to 12 am	346	\$250.00	\$250.00 plus tax*	Marquee-\$25 per day	\$20.00 per hour, plus tax*
Ag Center Conf. Room 1	8 am to 12 am	36	\$20.00	\$40.00 plus tax*	Marquee-\$25 per day	\$20.00 per hour, plus tax*
Ag Center Conf. Room 2	8 am to 12 am	54	\$20.00	\$40.00 plus tax*	Marquee-\$25 per day	\$20.00 per hour, plus tax*
Ag Center Conf. Room 3	8 am to 12 am	46	\$20.00	\$40.00 plus tax*	Marquee-\$25 per day	\$20.00 per hour, plus tax*
Desoto Community Center 6305 State Road 17A South Sebring, FL 33870 863-402-6758	8 am to 12 am	43	\$100.00	\$50.00 plus tax*	None	\$20.00 per hour, plus tax*

Building	Hours Available for Rental	Capacity (approx.)	Damage Deposit Refundable	Private, Education, Civic, Religious, Non-Profit Rate (Per Day)	Additional Fees	Extraordinary Cleanup * (* held from deposit)
Lorida Community Center 1909 Blessing Ave. Lorida, FL 33857 863-402-6758	8 am to 12 am	146	\$100.00	\$100.00 plus tax*	None	\$20.00 per hour, plus tax*
H.L. Bishop Park Clubhouse 10 Lake June Clubhouse Rd. Lake Placid, FL 33852 863-402-6758	8 am to 6 pm No holidays	99	\$100.00	0-50 ppl \$100.00 plus tax* 51 + ppl \$130.00 plus, tax*	After 6 pm an additional fee of \$20.00 per hour, plus tax	\$20.00 per hour, plus tax*
Venus Community Center 45 Clubhouse Road Venus, FL 33960 863-402-6758	8 am to 12 am	98	\$100.00	\$100.00 plus tax*	None	\$20.00 per hour, plus tax*

*Florida sales tax will be waived with proof of tax exemption.

Note: Government entities are exempt from Rental Fees.

Additional Event Insurance required for all locations.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

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 _____, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [COUNTY ATTORNEY LOG.pdf](#)

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
2	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
3	Priority 7	David Nitz	Tract J project	SS-Need more info
4	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR-Need more info
5	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
6	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
7	Priority 5 & 7	Clinton Howerton	Recycling Site Agreement Interlocal	SS-under review
8	Priority 7	Jonathan Harris	W. County Line Rd. Agreement	SS-Under review
9	Priority 4	Ric Fleeger	Girl Scout Building Lease	MR-Need more info
10	Priority 4	Garrett Roberts	Knox Box Ordinance	SS-Under review
11	Priority 4	Laurie Hurner	UF Highlands Faculty Staff MOU	SS
12	Priority 4	Randy Vosburg	Soil & Water Conservation District	SS
13	Priority 8	BOCC	IMWID Letters/Easements	SS
14	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	MR
15	Priority 4	Thomas Haralson	Sketchup Pro License Agreement	MR
16	Priority 4	Sarah Beth Rogers	CareNet Contract	MR

Assigned – will be followed by initials of attorney

Under Review – being worked on by attorney

Additional Information Needed – information being sought

Meeting Scheduled or Needed – meeting scheduled or coordination underway

Pending – newly provided without sufficient time to assign or perform cursory review

Blank – lacking information and detail when added to log

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request for confirmation of the employment of Lance Marine as the Highlands County Parks and Facilities Director with approval for position overlap pursuant to Section 403:6 (1) of the Personnel Rules and Regulations.

STATEMENT OF ISSUE

Section 125.74 (k), Florida Statutes, states the County Administrator has the responsibility to "Select, employ, and supervise all personnel and to fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board of County Commissioners." In accordance with this statute, please consider the confirmation of the employment of Mr. Lance Marine as the Highlands County Parks and Facilities Director .

The nature of the work done by the Parks and Facilities Department presents an urgency to filling this position given the incumbent's impending retirement effective April 1, 2022 . Administration reviewed opportunities for internal promotion, as a result, we are pleased to present Lance Marine as Parks and Facilities Director. Mr. Marine's resume' is attached which details his experience and background.

Section 403:4 (5) of the County's Personnel Rules and Regulations authorizes the County Administrator to internally promote for any vacancy. No external or internal job posting is required. Salary shall not be approved at more than ten percent (10%) above the employee's current salary or to the minimum of the new pay grade. Additionally, Section 403:6 (1) authorizes position overlap for the purpose of training one employee to take over the duties of another employee.

RECOMMENDED ACTION

Move approval to confirm Lance Marine as the Highlands Parks and Facilities Director, pursuant to Section 125.74(k), Florida Statutes, with approval for position overlap pursuant to Section 403:6 (1) of the Personnel Rules and Regulations.

FISCAL IMPACT

The accepted salary is within the current and proposed budget.

Attachments: [Lance Marine_Resume.pdf](#)

Lance M. Marine
222 Lake Drive Blvd.
Sebring, FL 33875
lancemmarine@gmail.com
(863) 273-8454 (Cell)

EDUCATION

BS Business Administration 2007
The Citadel
Charleston, South Carolina

PROFESSIONAL SUMMARY:

Action-oriented leader with experience in team leadership, project management, operational planning and execution, and complex problem solving. Accustomed to working under tight timelines on high-risk projects.

EXPERIENCE:

2021-Present – ARPA Project Manager, Highlands County: Manage Program priorities for a collection of 23 American Rescue Plan Act (ARPA) projects. Maintain program momentum by working with each project manager to establish clear timelines/milestones and managing to those expectations

- Work with staff to accurately report program status
- Provide clarity, guidance, and problem solve where needed to assist project managers in maintaining momentum and mitigating risk
- Provide Bi-Weekly Program Status updates on all projects to the County Administrator
- Project Manage the Highlands County Detention Facility Design and Phase 1 Construction project funded at \$10 Million

2019-2020 – Capital Projects Manager, Highlands County: Manage, plan and coordinate activities of staff, architects, engineers, contractors, and vendors to complete construction of new County facilities and expansion and renovation of existing County facilities.

- Project Managed the Lake Placid Health Department roof replacement, completed the project \$150k under budget
- Project Managed the design and construction of the Highlands County Fire Rescue HQ building to include emergency generation systems to support Supervisor of Elections
- Project Managed the Highlands County Court House Chiller System and A/C controls replacement project
- Managed the design, scope development and bidding process for the Highlands County Government Center roof replacement. Saved \$60k in project design cost
- Managed the design, scope development and bidding process for the Highland County Annex Building Roof replacement. Saved \$40k in project design cost.
- Worked on numerous other design efforts in support of Highlands County Departments
- Managed the Capital Projects Budget and maintained accurate project accounting records
- Coordinated and conducted contract negotiations and monitoring on Capital Projects for Highlands County Board of County Commissioners

2017-2018 – Project Manager, BayHead Consulting Inc: Assisted in overseeing daily operations, coordinating supply acquisitions and deliveries, project estimating and project cost accounting. Conducted quality control inspections and progress assessments to ensure milestones were met and projects advanced accordingly.

2014-2016 – Entrepreneur/Small Business Owner: Marine Leisure Pools, LLC and High Impact SCUBA.

2013-2014 – Senior Consultant, Ernst & Young: Financial Services Project Manager serving Fortune-500 clients in the New York City area.

- Worked cross-functionally with six workstreams on a \$6.2 million Financial Services project to develop project plans, track milestones and objectives, identify risk, and develop risk mitigation plans
- Developed status reports and briefed senior leadership daily.

2011-2013 Battalion Logistics Officer (Captain): Lead 57-person team planning/executing logistics for a 450-person Special Operations Battalion. Managed operations, supply chain, equipment and facilities maintenance, transportation, and embarkation of supplies and equipment. Accounted for \$39 million of equipment.

- Led and transformed underperforming team rated “worst of 3” to being praised as “top performer” in 15 months

- Planned/led logistics to deploy 28 special operations teams to 17 locations worldwide with 100% accountability
- Created and implemented comprehensive internal inspection program; improved results from 35% to 89%
- Developed maintenance management standard operating procedures; maintained equipment readiness of 98%
- Planned/led \$528,000 facilities expansion project; enabled unit growth of 150 people, increasing performance
- Established support agreements, built key relationships, participated in planning conferences, and collaborated with senior leaders as lead logistics planner laying foundation for future positioning of forces in Germany
- Completed Continuous Process Improvement Yellow Belt through US Marine Corps CPI program
- Rated by commander as in “top 15%” of all captains served with in 18 years with “unlimited potential”

2009-2011 Battalion Assistant Logistics Officer (Lieutenant): Led 24-person team planning/executing logistics for 1,200-person battalion with over 2 million pounds of equipment. Led logistics planning for training/operations

- Coordinated logistics support for the battalion at planning conferences; facilitated all logistics support and enabled training events in countries of Jordan, United Arab Emirates (UAE), Djibouti, Bahrain, Kenya, and Kuwait
- Planned/led 2 logistics operations to load 2 million pounds of cargo and 1,200 personnel onto 3 Navy ships simultaneously at 3 different locations on time; maintained 100% accountability of equipment and personnel
- Directed logistics operation to move over 2 million pounds of cargo and 1,200 personnel to training site 280 miles away; successfully loaded 72 tractor trailers and 30 buses with equipment and personnel with no losses
- Planned/led 5 convoys of 69 vehicles over 230 miles; arrived ahead of timeline with 100% accountability
- Developed/led inspection preparation; improved inspection results from 59% to 88%; acclaimed as best of 5 units
- Planned and managed sustainment of forces during training events with multiple countries and during 2 combat operations in Afghanistan; earned Navy and Marine Corps Commendation Medal
- Rated by executive officer as in “top 5% of lieutenants” and “second best” logistics officer served with in 17 years

2009 Motor Transport Officer (Lieutenant): Led 45-person team of vehicle drivers and mechanics providing transportation and logistics support to 1,200-person battalion. Managed daily transportation operations and maintenance for 75 vehicles. Maintained, employed, and accounted for \$5 million of equipment.

- Planned and directed inspection preparation; led team to achieve 32% improvement in inspection results
- Developed user maintenance policy letter that streamlined operations; increased vehicle readiness by 27%

2007-2009 Maintenance Management Officer/Battalion Assistant Logistics Officer: Led team of 26 Marine and civilian employees directing maintenance for over 1,600 pieces of equipment worth more than \$150 million. Planned and managed logistics planning and operations for 1,200-person battalion dispersed at 8 different locations across 80,000 square miles while deployed to Afghanistan for 7 months.

- Developed/led maintenance program for 1,600 pieces of equipment; improved equipment readiness by 23%
- Planned/led logistics operations and schedules; exceeded sustainment goal by 33% at 8 forward operating bases
- Led establishment of reorder points for \$2 million parts block; decreased vehicle repair time by 83%
- Developed/managed vehicle rotation program that replaced 68 unrepairable vehicle assets within 3 weeks; enabled commander of 1,200-person battalion to mobilize more forces and produce additional combat power
- Developed support schedule that incorporated air resupply; replaced 150+ ground convoys, increasing safety
- Completed 3 months Logistics Officers Course and 7 months The Basic School

2000-2007 – Marine Corps (Enlisted): Meritoriously selected for a commissioning program and advancement into the officer ranks.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of February 1, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Status - Commissioner's Priorities \(FINAL\) 02.15.2022.pdf](#)
[Status - Project Updates \(FINAL\) 02.15.2022.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statute, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing completed for all locations, except City of Sebring, and hydraulic modeling has commenced.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by summer 2022.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Negotiating locations with Avon Park and Sebring; awaiting interlocal agreement with Lake Placid for collection center sites.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Working with consultant for dewatering portion	Bid Project	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	Ongoing
9	Engineering	19016 Sun N Lake Sidewalk -LAP project		Approval of BID documents	Ongoing
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Looking into infrastructure grant opportunities for strategic site development. As part of the ARPA funding allocation \$4.5M will be put toward broadband infrastructure. A RFI was issued Dec. 28 and a RFP will be issued shortly after the RFI closes. Early February should see the RFP advertised.	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleegeer	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Received animal shelter design from architect. Still pending site design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: February 15, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from February 1, 2022 to February 14, 2022

Attachments: