# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# Tuesday, February 21, 2023
# 9:00 AM
# 600 S. Commerce Ave. Sebring, FL 33870
# AGENDA

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

**2 INVOCATION**

**3 PLEDGE OF ALLEGIANCE**

**4 ANNOUNCEMENTS**

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will meet on Tuesday, February 21, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Highlands County Hospital District Board will hold a regular meeting on Thursday, February 23, 2023, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Lake Istokpoga Management Committee will hold a special meeting on Tuesday, February 28, 2023, at 9:00 a.m., in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Future Growth Fund Advisory Committee will hold a regular meeting, on Tuesday, February 28, 2023, at 1:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Code Enforcement Special Magistrate will hold a hearing on Wednesday, March 1, 2023, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

**5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

**6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

**7 PUBLIC COMMENT**

**8 CONSENT AGENDA**

8.A *Request for approval of a Memorandum of Understanding (MOU) between Highlands County Sheriff Office (HCSO) and Highlands County Fire Rescue (HCFR) for use of the HCSO boat for the purpose assisting in life saving activities within the waterways of Highlands County, Florida*
E. Laney Stearns, Public Safety Director
Fiscal Impact will be $12,803.00 to Cost Cent 5105 Fund 005 Account 54500 annually

for insurance coverage.
HCSO Agreement.pdf

8.B *Request approval of a NewEvent Tourist Development Grant in the amount of $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) for the Youth Lacrosse Tournament per the recommendation of the Tourism Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for Year #1 in FY22-23. The Sunshine State Club Championship is eligible for $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).
BOCC Special Event Grant Contract - Youth Lacrosse Tournament.pdf

8.C *Request approval to change the position of the Part-Time Solid Waste Cashier to a Full-Time position, to change the Full Time Public Works Specialist position to a Part-Time Public Works Specialist position, and to modify the title and responsibilities of the Landfill CrewForeman to Landfill Operator/Mechanic.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal year 22-23 impact for salary and benefits would be an estimated annual decrease of $3,957.51
Landfill Operator Mechanic (1068) 2.8.2023.pdf
Solid Waste Cashier (0941).pdf
Public Works Specialist SW (PT) (0954).pdf

8.D *Request to adopt Resolution 22-23-68 for Budget Amendment 22-23-056 to reallocate funds from Project #19002 (ADA Transition Plan FY 19-20), Project #20002 (ADA Transition Plan FY 20-21), Project #21002 (ADA Transition Plan FY 21-22) and Project #22002 (ADA Transition Plan FY 22-23) to Project #22010 (ADA Hammock Rd. Multi-Use Path) for a retrofit that is needed for the entire Hammock Rd. Multi-Use Path to bring it into ADA compliance.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax Fund) and the overall budget in the amount of $2,542.50 for the amount that had to be brought forward for Project 21002. The remainder is a zero ($0) fiscal impact as this budget amendment is merely a realignment of budgeted funds from Project #19002 (ADA Transition Plan FY 19-20), Project #20002 (ADA Transition Plan FY 20-21), Project #21002 (ADA Transition Plan FY 21-22) and Project #22002 (ADA Transition Plan FY 22-23) to Project #22010 (ADA Hammock Rd. Multi-Use Path) for a retrofit that is needed for the entire Hammock Rd. Multi-Use Path to bring it into ADA compliance.
22-23-056 Xfer Fds to Proj 22010 Hammock MUP ADA Imp (BA).pdf
22-23-056R Xfer Fds to Proj 22010 Hammock MUP ADA Imp (Resolution).pdf

8.E *Request approval of Budget Amendment 22-23-055 to provide additional funding for the ExpressVote devices for the Supervisor of Elections.*
Karen Healy, Supervisor of Elections
Lisa Branca, Deputy Supervisor of Elections
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring $1,160.00 from Cost Center 9990B (Budgetary

Expenditure AC 151), account 59900 (Reserve for Contingency) to Cost Center 2442A (Supervisor of Elections – 151), account 56400 (Machinery & Equipment).

22-23-055 SOE ExpressVote BMDs Add'l Funding (BA).pdf

22-23-055 SOE ExpressVote BMD's Add'l Funding (Reserve).pdf

Highlands County FL - ExpressVote BMD Quote - 01.29.2023.pdf

8.F *Request adoption of Resolution 22-23-71 providing for a pledge of support for Avon Park Executive Airport Project appropriation request*
Liz Barber, Legislative Affairs and Grants Coordinator;
Sarah Beth Rogers, Economic Development Manager
There is no fiscal impact.

Resolution support.Avon Park Airport Road Project.SGS.docx

8.G *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 4103 Loretto Ave., Sebring, FL 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.

Corrective_County_Deed.Eugenia Carolina Naka.SGS.doc

8.H *Request adoption of Resolution 22-23-70, approving Supplemental No. 2 pertaining to FDOT Agreement G1660, Financial Project No.: 436642-1-54-01/02 (Stryker Road Project) and authorization for Chair/Vice-Chair to execute Supplemental No. 2 on behalf of the County.*
Clinton Howerton Jr., P.E., County Engineer
There will be no fiscal impact with this Supplemental Agreement No. 02 as FDOT will be reimbursing the county for funds that were appropriated from Fund Balance Brought Forward with budget amendment 22-23-034 that was presented and approved by the Board on 12/20/22. A budget amendment will be brought to the Board once this additional funding is received from FDOT.

Res. 22-23.__FDOT Project 436642-1-54-0102.SGS_.pdf

436642-1 Draft State Funded Grant Supplemental Agreement #2.pdf

8.I *Request approval to update Parks & Facilities Department Job Descriptions.*
Lance Marine, Parks & Facilities Director
The fiscal impact is an increase to Fund 005 (General) in the amount of approximately $12,813.90 plus benefits annually for Cost Center 2672 (Facilities Management), and can be covered under current year budget by lapsed salaries and wages from vacant positions.

Custodial Supervisor (0903) 02.09.2023gs.pdf

Maint. Assistant Supervisor (Buildings) 02.09.2023gs.pdf

Maint. Assistant Supervisor (Projects) 02.09.2023.pdf

8.J *Request approval of the minutes from the January 05, 2023 and January 19, 2023 Regular Meeting(s) of the Board.*

010523REG.pdf

011923REG.pdf

8.K *Request approval to Pay without PO for Motorola contract, Inv. # 1188080918 in the amount of $48,600.00*
Corey Amundsen, Emergency Management
No fiscal impact, as this anticipated expenditure was included in the FY 22-23 Adopted

Budget.
motorola 365.pdf

8.L *Request approval of revisions to the attached job descriptions to more accurately reflect the needs of the division and the duties and responsibilities of the position.*
E. Laney Stearns, Public Safety Director
No fiscal impact.
PART-TIME FIREFIGHTER-PARAMEDIC (0014).pdf
PART-TIME FIREFIGHTER-EMT (0012).pdf

**9 COMMITTEE ASSIGNMENTS:**

**10 PUBLIC HEARING**

10.A *Request adoption of Ordinance 22-23-15 amending county park definition.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance Chapter 7 - amending county park definition.SGS_22.23.15.pdf
County Park Affidavit_Tear Sheet.pdf

10.B *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-612SS, for an approximate 0.60-acre parcel, from Agriculture (AG) to Commercial (C)*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-23-612SS for BCC Bacon.pdf
Application CPA-23-612SS Bacon.pdf
Ordinance CPA-23-612SS Bacon.pdf

10.C *Public hearing to consider adoption of P&Z Hearing No. 2118, changing the Official Zoning Atlas for an approximate 0.60-acre parcel, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2118 for BCC Bacon.pdf
Application P&Z 2118 Bacon.pdf
Resolution P&Z 2118 - Bacon.pdf

10.D *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-613SS, for two parcels totaling an approximate 7.0 acres, from Agriculture (AG) to LowDensity Residential (RL).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-23-613SS for BCC McClure.pdf
Application CPA-23-613SS McClure.pdf
Ordinance CPA-23-613SS McClure.pdf

10.E *Public hearing to consider adoption of P&Z Hearing No. 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres, from Agricultural District (AU) to Estate District with a Planned Development (EU PD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2119 for BCC McClure.pdf
Application P&Z 2119 McClure.pdf
Resolution P&Z 2119 - McClure.pdf

10.F *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-610SS, for two parcels totaling an approximate 18.29 acres, from Agriculture (AG) to Commercia/Industrial Mixed Use (CI).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-22-610SS for BCC Gelbhauer.pdf
Ordinance CPA-22-610SS Gelbhauer.pdf

10.G *Public hearing to consider adoption of P&Z Hearing No. 2116, changing the Official Zoning Atlas for two parcels totaling an approximate 18.29 acres, from Agricultural District (AU) to Business District with a Planned Development (B-3 PD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2116 for BCC Gelbhauer.pdf
Resolution PZ 2116 - Gelbhauer PD.pdf

**11 ACTION AGENDA**

11.A *Request to Adopt Resolution No. 22-23-10 to Vacate a Drainage Easement – 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876*
Clinton Howerton Jr., P.E., County Engineer
VOE - Spanish Moss Apartment Petition.pdf

11.B *Request to approve and rank ten (10) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program.*
JD Langford, P.E., Assistant County Engineer
The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2024-2028 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% to 50% fund match for some applications.
2023 FDOT_ District 1 Projects Ranking List - 2-15-23.pdf

11.C *Consider Statement of Legislative Intent for an Ordinance related to environmental clearance requirements in the Carter Creek Mega-Parcel*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.

Staff Report LDRs-Carter Creek.pdf

11.D *Request approval of Professional Services Agreement with Kimley-Horn and Associates and Professional Services Agreement with Geosyntec Consultants, Inc., stemming from RFP-22-012, for Water Quality and Drainage Study Services.*

Clinton Howerton Jr., P.E., County Engineer
The fiscal impact will be recognized when the county receives funding from the State and a budget amendment will be brought to the Board at that time. Funds to compensate Kimley-Horn and Associates and Geoysntec Consultants Inc. will come from the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.
Engineering item.pdf

11.E *Request approval to Pay without PO for Motorola Service Agreement contract # US000078604 in the amount of $351,235.18.*
Corey Amundsen, Emergency Services
There is no fiscal impact as this anticipated expenditure is included in the Adopted Budget for FY22-23.
EM Motorola 0221.pdf

**12 COUNTY ADMINISTRATOR AND LEGAL**

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

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
Commissioner's Priorities (FINAL) 2-21-23.pdf
Project Updates (FINAL) 2-21-23.pdf

**13 COMMISSIONERS**

**14 INFORMATIONAL**

14.A *Resolution 22-23-65, suspending the processing of applications requesting the vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact
Res_22.23.65_Suspend_Processessing_Vacation_App.SGS.v2.docx

14.B *Board payables from February 7, 2023, to February 20, 2023*

**15 ADJOURN**

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

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

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

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

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **E. Laney Stearns, Public Safety Director** |
| **SUBJECT/TITLE:** | **Request for approval of a Memorandum of Understanding (MOU) between Highlands County Sheriff Office (HCSO) and Highlands County Fire Rescue (HCFR) for use of the HCSO boat for the purpose assisting in life saving activities within the waterways of Highlands County, Florida** |

---

## STATEMENT OF ISSUE

Highlands County Fire Rescue is contracting with Highlands County Sheriff Office for the use of their boat to be utilized for the purpose of assisting in life saving activities within the waterway of Highlands County. Fire Rescue currently has no resource for waterway rescue when needed. The boat will be a valuable asset when responding to accidents that may occur in our local waterways and reduce the response time to the care of patients.

## RECOMMENDED ACTION

**Move to approve a Memorandum of Understanding (MOU) between Highlands County Sheriff Office (HCSO) and Highlands County Fire Rescue (HCFR) for use of the HCSO boat for the purpose assisting in life saving activities within the waterways of Highlands County, Florida**

## FISCAL IMPACT

Fiscal Impact will be $12,803.00 to Cost Cent 5105 Fund 005 Account 54500 annually for insurance coverage.

Attachments: HCSO Agreement.pdf

**AGREEMENT BETWEEN THE HIGHLANDS COUNTY SHERIFF'S OFFICE AND THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS FOR LIMITED USE OF SHERIFF'S OFFICE BOAT**

THIS AGREEMENT is made and entered by and between Paul Blackman, Sheriff on behalf of the Highlands County Sheriff's Office, hereinafter referred to as "HCSO", a Constitutional Officer of the political subdivision of Highlands County, Florida, whose address is 400 S. Eucalyptus St., Sebring, Florida 33870 and the Board of County Commissioners of Highlands County, hereinafter referred to as "BOCC", a political subdivision of the State of Florida,, whose address is 600 S. Commerce Ave., Sebring, Florida 33870.

**WITNESSETH**

**WHEREAS**, BOCC has a need to utilize a boat to assist Highlands County Fire Rescue ("Fire Rescue") in response to life saving activities within the waterways of Highlands County, Florida; and

**WHEREAS**, HCSO has a boat identified by Fire Rescue that could assist Fire Rescue in their response to life saving activities within the waterways of Highlands County, Florida; and

**WHEREAS**, Sections 163.01(4) and 163.01(5) Florida Statutes, authorizes local governmental units to ensure the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

**NOW, THEREFORE,** in consideration of the mutual understanding and agreements set forth herein, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Purpose.** The purpose of this Agreement is to outline the responsibilities of each Party involved in the Agreement.

**Section 3. Agreement Term.** The term of this Agreement will begin upon execution of both Parties and shall termination in accordance with provision set forth in Section 8 of this Agreement.

**Section 4. Cooperation.** It is agreed that all parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

**Section 5. HCSO Responsibilities.** HCSO agrees to the following:

a. To provide reasonable access of a 2014 18-foot Polar Kraft with a Mercury 90hp (herein after referred to as "Boat") to Fire Rescue, but nothing herein shall require HCSO to provide access if HCSO has a present need to utilize the Boat.

b. To provide all reasonable and necessary costs associated with maintaining the Boat.

c. To ensure the Boat is insured pursuant to HCSO's liability insurance policy.

**Section 6. BOCC Responsibilities.** BOCC agrees to the following:

a. To ensure all Fire Rescue members operate the Boat in a commercially reasonable manner.

b. To ensure all Fire Rescue members who operate the Boat are trained in safety and operation of the Boat.

c. To notify HCSO of any known maintenance concern or defect associated with the Boat.

d. To provide adequate liability insurance coverage for the Boat.

**Section 7. Notices.** Whenever any Party desires to give notice unto the other Party, notice may be sent to:

**For HCSO:**
Highlands County Sheriff's Office
Attn.: Law Enforcement Major
400 S. Eucalyptus St.
Sebring, Florida 33870

**For BOCC:**
Highlands County Board of County Commissioners
Attn.: Fire Rescue Fire Chief
600 S. Commerce Ave.
Sebring, Florida 33870

**Section 8. Termination.** Either Party may terminate this Agreement upon providing ten (10) days written notice to the other Party.

**Section 9. Liability.** BOCC shall indemnify HCSO for any personal or property damage caused by Fire Rescue. Nothing contained herein shall constitute a waiver by any Party of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of any Party than that to which it would ordinarily be subjected. Nothing in this Agreement is a consent, or will be construed as consent, by any Party to be sued by third parties in any matter arising out of this Agreement.

**Section 10. Compensation.** Neither Party shall compensate the other Party for costs associated with utilizing the Boat.

**Section 11. Public Records.**

a. The Parties shall comply with the provisions of Chapter 119, Florida Statutes.
b. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

c. If any Party asserts any exemptions to the requirements of Chapter 119 and related law, such Party will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
d. All Parties consent to the other Parties' enforcement of Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon the non-complying Party must pay all court costs and reasonable attorney's fees incurred by the other Party.
e. A Party's failure to comply with the provisions of Chapter 119, Florida Statutes, will be grounds for immediate unilateral cancellation of this Agreement
**f. QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SHOULD BE DIRECTED TO:**
    1. **FOR SHERIFF: CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CENTRAL RECORDS, AT 863-402-7232; EMAIL: central records@highlandssheriff.org; MAILING ADDRESS: 400 South Eucalyptus Street, Sebring, FL 33870.**
    2. **FOR HIGHLANDS: CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GLORIA RYBINSKI, AT 863-402-6833, EMAIL: grybinsk@HCBCC.org; MAILING ADDRESS: 600 SOUTH COMMERCE AVENUE, SEBRING, FL 33870.**

**Section 12. Entire Agreement.** It is understood and agreed the entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties, and duly executed on behalf of each Party as set forth herein.

**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**PAUL A. BLACKMAN,**
**SHERIFF OF HIGHLANDS COUNTY**

Signature:_____
Name: Paul A. Blackman
Title: Sheriff
Date _____

_____
Witness

_____

**HIGHLANDS COUNTY, FLORIDA**

Signature_____
Name: Chris Campbell
Title: Chairman
Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk of Courts

_____

**Date** **Date**

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Leah Sauls, Development Services Director**<br>**Casey Hartt, Lead Marketing Consultant** |
| **SUBJECT/TITLE:** | **Request approval of a New Event Tourist Development Grant in the amount of $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) for the Youth Lacrosse Tournament per the recommendation of the Tourism Development Council.** |

---

## STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting on January 26, 2023, recommended reimbursing Airstream Ventures, LLC. for up to $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) for the Youth Lacrosse Tournament. This grant will be to cover eligible costs associated with venue rental, event officials, digital marketing, equipment rental, insurance, and approved reimbursable items under the New Event Grant guidelines for the Youth Lacrosse Tournament.

## RECOMMENDED ACTION

**Move to approve a New Event Tourist Development Grant in the amount of $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) for the Youth Lacrosse Tournament per the recommendation of the Tourism Development Council.**

## FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for Year #1 in FY22-23. The Sunshine State Club Championship is eligible for $21,500.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).

Attachments: BOCC Special Event Grant Contract - Youth Lacrosse Tournament.pdf

# HIGHLANDS COUNTY
# SPECIAL EVENT/PROJECT GRANT CONTRACT

## CONTRACTOR

**NAME:** AIRSTREAM VENTURES, LLC
**ADDRESS:** 3832 BAYMEADOWS ROAD #101
JACKSONVILLE, FL 32217
**FEI NO:** 83-1228981

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 Airstream Ventures, LLC 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 31, 2025.

## 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 Twenty-One Thousand Five Hundred Dollars ($21,500.00) for the Youth Lacrosse Tournament in 2023, that being a base pay of Fifteen Thousand Dollars ($15,000.00) with Six Thousand Five Hundred Dollars ($6,500.00) based upon room night verification; and in the amount of up to Fourteen Thousand ($14,000.00) for the Youth Lacrosse Tournament in 2024, that being a base pay of Seven Thousand Five Hundred Dollars ($7,500.00) with Six Thousand Five Hundred Dollars ($6,500.00) based upon room night verification; and in the amount of up to Fourteen Thousand ($14,000.00) for the Youth Lacrosse Tournament in 2025, that being a base pay of Seven Thousand Five Hundred Dollars ($7,500.00) with Six Thousand Five Hundred Dollars ($6,500.00) based upon room night verification, from Cost Center 5305 the Marketing and Promotion 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. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2025.

## 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**
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.

***Remainder of this page intentionally left blank***

**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.

DATED this 6th day of February 2023.

**Airstream Ventures, LLC**., a for profit organization.

By: _____
Alan Verlander, CEO

**STATE OF FLORIDA**
**COUNTY OF** Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Alan Verlander, as CEO, of Airstream Ventures, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Known to Me as identification, and who did/did not take an oath this 6 day of February, 2023.

(stamp)

K. Grayson
NOTARY PUBLIC, State of Florida

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

By: _____
Chris Campbell, Chair

**ATTEST:**

By: _____
Jerome Kaszubowski, Clerk

**APPLICATION GENERAL INSTRUCTIONS**
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

**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. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

**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 NEW EVENT FUNDING REQUEST APPLICATION**

Amount Requested from TDC: 2023: $20,000 (grant) + $6,500 (325 verified room nights) = $26,500
2024: $10,000 (grant) + $6,500 (325 verified room nights) = $16,500
2025: $10,000 (grant) + $6,500 (325 verified room nights) = $16,500

**I. General Information**

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: Youth Lacrosse Tournament
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2023: $26,500 - 2024: $16,500 - 2025: $ 16,500

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals

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

**II. Details about Applicant:** (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

**II. Schedule of Event:**
TBD

**IV. Event Specific Information**

1. Event name: Youth Lacrosse Tournament
2. Type of event: Sports/Tournament
3. Dates of Event: April 29-30, 2023
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants:
   Out of state: 100
   In-state: 500

7. Projected number of attendees per day: 600-800

8. Projected number of media, staff, officials: Out
   of state: 5
   In-state: 20

9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

**V.** Event Admission Price (if applicable) $0

**VI.** 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. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 2023: 325 2024: 325 2025: 325

**VII.** What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

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

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

## 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) |
|---|---|
| Please see attached budget | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Visit Sebring/TDC Funding Request** | $26,500 |
| **TOTAL INCOME ALL SOURCES** | $36,500 |

**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** (Event Speakers, Signage, Insurance, etc.) | **Expense Amount** |
|---|---|
| Please see attached budget | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **TOTAL EVENT EXPENSES** | $38,000 |
| **Intended Use of Tourist Development Tax Funds** (provide details) | **Amount** |
| Venue Rentals | $12,000 |
| Officials | $8,000 |
| Insurance | $1,500 |
| Equipment Rentals | $4,000 |
| Marketing | $1,000 |
| **TOTAL TDC EXPENSES** | **$26,500** |

# Grant Application Checklist

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

**Initials**

_AV__ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: February 29-30, 2023
Date of Application: January 10, 2023

__AV__ 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 29, 2023 (date 60 days after event ends).

__AV__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by February 1, 2023 (date one week after the application is submitted to and accepted by the Tourism Office)

__AV__ 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.

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

_AV__ 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.

_AV_ 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.

__AV_ 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.

AV__ 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.

__AV____ Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

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

__AV___ 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 for Verified Rooms. (page 9)

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

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

__AV____ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

__AV___ Applicant has included a detailed **Marketing Plan** for the Event.

___AV____ Applicant has included a sample **Attendee Survey** for the Event.

__AV____ 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 Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

____AV___ 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.

__AV___ 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.

_AV__ 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.

__AV___ 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:* _____ - Alan Verlander

*Title:* CEO *Date:* 1/10/23

*Authorized Agent Signature:* _____

# CRITERIA FOR EVALUATION OF APPLICATIONS
# New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

**I. Commitment to the Expansion of Tourism in Highlands County** – Maximum 25 points
Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

**II. Soundness of Proposed Event** – Maximum 25 points
Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

<u>Additional Funding Sources/Budget</u>

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

<u>Out of County Advertising/Marketing Plan</u>
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measureables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

**III. Stability and Management Capacity** – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

**IV. Quality of Proposed Event** – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

**Bonus Points**

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Chantel Brutus at the Highlands County Tourist Development Council (TDC) at CBrutus@HighlandsFL.gov. or call (863) 402-6909.

# SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the commuinity.

| Definition | Your Objective |
|---|---|
| Specific<br><br>• What do I want to accomplish with this event? Why?<br><br>• What is the desired result? | Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise. |
| Measurable<br><br>• How will you quantify (numerically or descriptively) success?<br>• How will you measure progress? | Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify. |
| Achievable<br><br>• What skills are needed?<br>• What resources are necessary?<br>• What factors impact goal achievement?<br>• Does the goal require the right amount of effort? | Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community. |
| Relevant<br><br>• Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County? | This event will help support Sebrings vision as a destination and encourage more events to come to the area. |
| Time-bound<br><br>• How much time will be available to complete this SMART Objective?<br>• Is the deadline realistic? | We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals. |

Final Goal:

Increase tourism and create a lasting event in Sebring.

# 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: Alan Verlander

Date: 1/10/23

By: _____
(Signature)

Its:

(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstreams Ventures (applicant) to me well known or produced identification known to me (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) 1/10/23

My Commission expires (date) 6/20/25

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

Signature of Notary

K. Grayson

# Youth Lacrosse Tournament Budget
## April 2023
## Sebring, FL

| | | |
|---|---|---|
| Revenue | | |
| Concessions/Food Truck | $ | 2,000.00 |
| TDC Grant | $ | 20,000.00 |
| Room Rebate | $ | 6,500.00 |
| Regional Sponsors | $ | 8,000.00 |
| **TOTAL REVENUE** | **$** | **36,500.00** |
| | | |
| Expenses | | |
| Venue Rental | $ | 12,000.00 |
| Officials | $ | 8,000.00 |
| Marketing | $ | 1,000.00 |
| Equipment Rentals | $ | 4,000.00 |
| Apparel | $ | 1,000.00 |
| Insurance | $ | 1,500.00 |
| Travel | $ | 3,000.00 |
| Staffing | $ | 6,500.00 |
| Signage | $ | 1,000.00 |
| **TOTAL EXPENSES** | **$** | **38,000.00** |
| | | |
| **NET** | **$** | **(1,500.00)** |

# Youth Lacrosse Tournament

## Business Plan:

For the Youth Lacrosse Tournament our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the Middle/High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

“Being involved with Florida lacrosse from its early roots and seeing the way it’s grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has,” said West. “I’m looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that’s what this team is all about.”

West will help lead Crabs’ efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida’s best players the chance to learn from their peers and compete against the nation’s best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

## How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Lacrosse tournament I s an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants thatwill be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
    - Airstream Ventures will work with Visit Sebring on creating this material to send out

## Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
    - Average 600-800 players with more than 1,000 visitors, producing 500 room nights
- Marketing of your destination to youth lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

## Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

**Post-Event Attendee Survey**

1. Where did you stay while in Sebring Area/Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. Is there anything you did not like about Highlands County?

   _____

6. Would you visit Highlands County again?

   _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

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.
Airstream Ventures, LLC

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**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.
3832-010 Baymeadows Road, #101

6 City, state, and ZIP code
Jacksonville, FL 32217

Requester's name and address (optional)

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**
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 3 | – | 1 | 2 | 2 | 8 | 9 | 8 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ Alan Verlander | Date ▶ 09/29/2021

# 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.*

**Event: Youth Lacrosse Tournament** (April 29-30)

Amount Requested:

2023: $26,500 ($20,000 (grant) + $6,500 (325 verified room nights))
2024: $16,500 ($10,000 (grant) + $6,500 (325 verified room nights))
2025: $ 16,500 ($10,000 (grant) + $6,500 (325 verified room nights))

Criteria for Evaluation of Applications: New Event Grant Program

I. Commitment to the Expansion of Tourism in Highlands County: 15
II. Soundness of Proposed Event
   a. Objective Worksheet: 5
   b. Additional Funding Sources/Budget: 10
   c. Out of County Advertising/Marketing Plan: 10
III. Stability & Management Capacity
   a. Digital Presence: 5
   b. Event History: 10
   c. Visitor Survey: 5
IV. Quality of Proposed Event: 5

Bonus Points: 0

**TOTAL SCORE:** 65 (eligible for 75% of requested funding)

*To be eligible for maximum funding, scores must be at least 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.*

Staff recommendation/suggested motion:

Move to approve the request from Airstream Ventures for the High School Girls Lacrosse Showcase grant application request for funding as a 3-year, New Event Grant with funding up to $21,500 for year #1 (2023) and up to $14,000/year for years #2 (2024) and #3 (2025).

For year one, applicant will receive $15,000 for reimbursable expenses after the event + up to additional $6,500 based on verified room nights (up 325 verified room nights at $20/room night). For years two and three, applicant will receive $7,500 for reimbursable expenses after the event + up to additional $6,500 based on verified room nights (up to 325 verified room nights at $20/room night), per year.

Reimbursable grant funds are to be used for venue rental, event officials, digital marketing, equipment rental, insurance. Funds to come from Cost Center 5305 for Marketing & Events.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

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

**SUBJECT/TITLE:** **Request approval to change the position of the Part-Time Solid Waste Cashier to a Full-Time position, to change the Full Time Public Works Specialist position to a Part-Time Public Works Specialist position, and to modify the title and responsibilities of the Landfill Crew Foreman to Landfill Operator/Mechanic.**

---

## STATEMENT OF ISSUE

To reflect the needs of the Solid Waste Department and the responsibilities of the positions, we are requesting the following: 1) To approve the part-time Solid Waste Cashier to a full-time position. The proposed change will provide the support needed at the Landfill. 2) Change the Full Time Public Works Specialist position to a Part-Time position. The proposed change for these two positions would save an estimated amount of $3,957.51 annually; 3) Change the title and job responsibilities of the Landfill Crew Foreman to the new title of Landfill Operator/Mechanic. This modification would be a benefit to allow for improved inspection and maintenance of the Landfill Equipment by allowing the position to also inspect and perform general maintenance as needed onsite.
The pay grades for each of these positions will remain the same, the net decrease is due to reducing a higher paygrade to a part-time position thus saving an estimated $3,957.51 annually.

## RECOMMENDED ACTION

**Move to approve changing the position of Part-Time Solid Waste Cashier to a Full-Time position and to change the Full-Time Public Works Specialist position to a Part-Time position, and to modify the title and responsibilities of the Landfill Crew Foreman to Landfill Operator/Mechanic.**

## FISCAL IMPACT

The fiscal year 22-23 impact for salary and benefits would be an estimated annual decrease of $3,957.51

Attachments: Landfill Operator Mechanic (1068) 2.8.2023.pdf
Solid Waste Cashier (0941).pdf
Public Works Specialist SW (PT) (0954).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**: Landfill Operator/Mechanic | **Division**: Engineering | **Department:** Landfill | **Cost Center:** 4210 |
| **Job Code:** 1068 | **Pay Grade**: 108 | **Pay Band:** $37,530.61 - $56,295.92 | **FTE**: 1.0 |
| **Included/Exempt:** Included | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☒ No ☐ | |

1. This position reports directly to: Job Title Landfill Manager Job Code 0917 Pay Grade 114

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A highly skilled position responsible for operation and maintenance of heavy construction equipment and light mobile equipment in the Solid Waste Operation.

**Essential Job Functions**:

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

- Operates the following equipment: 1) dozer, 2) 4 yard front end loader, 3) motor grader, 4) excavator, 5) landfill compactor, 6) other larger and complex equipment. Occasionally operates smaller equipment.
- Complete extensive pre-trip Inspections and Operate medium to heavy construction equipment including Dozer, Excavators, and Compactors in the daily operations of the Solid Waste disposal sites.
- Helps in training and betterment of other less skilled operators or other staff.
- Performs mechanical repairs and service on light and heavy equipment.
- Operates mobile fuel truck and performs daily service of equipment.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Washes, cleans and provides first echelon maintenance for all equipment operated.
- Cuts slopes and new grades in fine measurements and specifications.
- Operates other equipment as needed.
- Acts as a crew leader on certain jobs. Performs manual laboring tasks as needed.
- Occasional direct supervisory authority over crews working at specific work sites.
- Does ditching and other construction with graders, excavators and similar heavy equipment.
- Fills holes and repairs roads and landfill slopes.

**Knowledge, Skills, and Abilities**:

• Extensive knowledge of the operation, service and mechanical repair of heavy and light equipment.
• Extensive knowledge of equipment inspections and operational skills of various pieces of medium and heavy construction equipment.
• Extensive knowledge of the hazards involved in the repair and use of heavy equipment.
• Knowledge of precautionary measures necessary to avoid accidents.
• Skill and operation of grader, excavator or other similar heavy equipment.
• Ability to understand and communicate oral and written instructions.
• Ability to manage and supervise staff or contract personnel as appropriate
• 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 10% of the time. Frequently operates and repairs various types of equipment to include, but not limited to hand and power tools. Frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Frequently ascends/descends stairs, ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Frequently works in a outdoor environment up to four (4) hours. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Frequently positions self to work under or around various items to perform maintenance tasks. Occasionally works in rugged terrain; to include very steep, wet, muddy, rough, uneven or rocky surfaces. Positions require physical exertions such as bending, crouching, stooping, stretching, reaching or similar activities. Continuous exposure to moderately high noise levels.

## 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 is preferred and a minimum of four (4) years of experience in the operation and maintenance of heavy and mobile equipment.

**Licenses, Certifications, or Registrations**:

Must possess and maintain a valid FL Commercial Class B license or higher while employed. This position will also require a Hazmat endorsement. ( 3 months to complete)

**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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |
|---|---|---|

**Internal Use Only**:

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

| Approval of Human Resources: | Title: Human Resources Manager | Date: |
|---|---|---|

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

**REGULAR** ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

## POSITION INFORMATION

**Position Type**
**Admin** ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

| | | | |
|---|---|---|---|
| **Job Title**: Solid Waste Cashier | **Division**: Engineering | **Department:** Solid Waste | **Cost Center:** 4210 |
| **Job Code:** 0941 | **Pay Grade**: 103 | **Pay Band:** $28,045.06 - $42,067.58 | **FTE**: 1.0 |
| **Included/Exempt:** Included | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☒ No ☐ | |

1. This position reports directly to: Job Title Solid Waste Accounting Mgr Job Code 1160 Pay Grade 110

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A semi-skilled position responsible for weighing, observing, determining fees, collecting monies, providing change and preparing receipts when required to administer proper change applications for the Solid Waste facility.

**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.

- Opens landfill area for use by the general public and others in disposing of waste.
- Receives general public and determines appropriate charges for the dumping of waste, in accordance with previously adopted charging policies.
- Issues tickets and/or receipts corresponding with charge.
- Keeps accurate record of money received each day and makes report of such receipts.
- Balances and reconciles records.
- Answers telephone and provides information to public.
- Closes and secures area at the end of each work day.
- Performs light custodial duties.
- 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 cashiering principles and procedures.
• Ability to perform daily work involving written or numerical data, and to make arithmetic calculations accurately.
• Ability to maintain bookkeeping and clerical records.
• Ability to receive cash funds and make change accurately.
• 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 10% of the time. Frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Frequently ascends/descends stairs, ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Frequently works in a outdoor environment up to four (4) hours; to include dirt, dust and odors. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Frequently positions self to work under or around various items to perform maintenance tasks. Occasionally works in rugged terrain; to include very steep, wet, muddy, rough, uneven or rocky surfaces. Positions require physical exertions such as bending, crouching, stooping, stretching, reaching or similar activities. Continuous exposure to moderately high noise levels.

## 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 equivalent diploma preferred. One year experience in cashiering work. Knowledge of Microsoft Word and Excel programs.

**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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |
|---|---|---|

**Internal Use Only**:

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

| Approval of Human Resources: | Title: Human Resources Manager | Date: |
|---|---|---|

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

**REGULAR** ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

## POSITION INFORMATION

**Position Type**
**Admin** ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

| | | | |
|---|---|---|---|
| **Job Title**: Public Works Specialist (Solid Waste) (Part-Time) | **Division**: Engineering | **Department:** Solid Waste | **Cost Center:** 4210 |
| **Job Code:** 0954 | **Pay Grade**: 105 | **Pay Band:** $15.15 - $22.72 per hour | **FTE**: 1.0 |
| **Included/Exempt:** Included | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☒ No ☐ | |

1. This position reports directly to: Job Title Solid Waste Accounting Manager Job Code 1160 Pay Grade 110

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A skilled clerical and technical position responsible for providing office support functions related to the Solid Waste Operations, including receiving complaints from the public and maintaining administrative control mechanisms.

**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.

- Receives complaints regarding illegal dumps and employee works closely with the Environmental Deputy to ensure all illegal dump cases are resolved.
- Prepares and implements managerial reports tracking hours, monies, vehicle maintenance, materials, open purchase orders, etc.
- Reviews and corrects bi-weekly payroll time-sheets for all Solid Waste Operations Departments.
- Receives and directs all incoming phone calls placed to the Solid Waste Departments. Answers questions when knowledgeable.
- Performs routine clerical functions including typing, word-processing, filing, and operation of other office equipment
- Interacts with the Public with regards to landfill tipping fees, questions about items that can be recycled and various other calls related to Solid Waste.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

**Knowledge, Skills, and Abilities**:

• Knowledge of and the ability to efficiently operate office equipment, copier, computer (P.C.), adding machine, calculator, etc.
• Knowledge of and the ability to efficiently use word processing and spreadsheet programs, and Windows Soft-ware programs
• Able to learn technical information related Solid Waste disposal cells and to answer basic questions from concerned citizens.
• Able to operate effectively in an environment of constant interruption.
• Must have good communication skills and business correspondence.
• Ability to use good judgment and make independent decisions.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

**Physical Skills**:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

## MINIMUM QUALIFICATIONS

**Education & Experience**:

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

Graduate from high school or possession of an acceptable equivalent diploma. Three (3) years of clerical experience, preferably in an automated and computer-interactive environment.

**Licenses, Certifications, or Registrations**:

Must possess and maintain a valid Florida Driver License. Must become a Notary Public within six (6) months of hire date.

**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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |
|---|---|---|

**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 21, 2023**

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

**SUBJECT/TITLE:** **Request to adopt Resolution 22-23-68 for Budget Amendment 22-23-056 to reallocate funds from Project #19002 (ADA Transition Plan FY 19-20), Project #20002 (ADA Transition Plan FY 20-21), Project #21002 (ADA Transition Plan FY 21-22) and Project #22002 (ADA Transition Plan FY 22-23) to Project #22010 (ADA Hammock Rd. Multi-Use Path) for a retrofit that is needed for the entire Hammock Rd. Multi-Use Path to bring it into ADA compliance.**

---

## STATEMENT OF ISSUE

To reallocate funds from Projects: 19002, 20002, 21002 and 22002 (ADA Transition Plans(exterior): FY19-20, FY20-21, FY21-22 & FY22-23) to Project 22010 (ADA Hammock Rd Multi-Use Path) for a retrofit that is needed for the entire Hammock Rd Multi-Use Path to bring it into ADA compliance standards that have changed from over two (2) decades when it was originally built.

It is currently 8' wide and is made out of asphalt. It extends from US 27 to CR 635 along Hammock Rd. The intent is to update the construction to comply with today's standards which will improve safety and usability for all users including those with disabilities.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-68 for Budget Amendment 22-23-056 in the amount of Ninety-Eight Thousand Eight Hundred Forty-Five Dollars and sixteen cents ($98,845.16).**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax Fund) and the overall budget in the amount of $2,542.50 for the amount that had to be brought forward for Project 21002. The remainder is a zero ($0) fiscal impact as this budget amendment is merely a realignment of budgeted funds from Project #19002 (ADA Transition Plan FY 19-20), Project #20002 (ADA Transition Plan FY 20-21), Project #21002 (ADA Transition Plan FY 21-22) and Project #22002 (ADA Transition Plan FY 22-23) to Project #22010 (ADA Hammock Rd. Multi-Use Path) for a retrofit that is needed for the entire Hammock Rd. Multi-Use Path to bring it into ADA compliance.

Attachments: 22-23-056 Xfer Fds to Proj 22010 Hammock MUP ADA Imp (BA).pdf
22-23-056R Xfer Fds to Proj 22010 Hammock MUP ADA Imp (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
February 7, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS



## BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **12/6/2023**

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

FUND(S): **151**

FUND TITLE(S): **Infrastructure Surtax**

COST CENTER(S) #: **4102A**

PROJECT(S) #: **19002; 20002; 21002; 22002; 22010**

PROJECT TITLE(S): **ADA Transition Plans: FY 19-20; FY20-21; FY 21-22; FY 22-23; ADA Hammock Rd Multi-Use Path**

COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 151 | | 3999100Z | Project FD Bal Forward | 19002 | 3,809.04 | | 3,809.04 | 0.00 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 19002 | 3,809.04 | | 3,809.04 | 0.00 |
| R | 151 | | 3999100Z | Project FD Bal Forward | 20002 | 26,036.00 | | 26,036.00 | 0.00 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 20002 | 26,036.00 | | 26,036.00 | 0.00 |
| R | 151 | | 3999100Z | Project FD Bal Forward | 21002 | 31,957.50 | 2,542.50 | 34,500.00 | 0.00 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 21002 | 31,957.50 | 2,542.50 | 34,500.00 | 0.00 |

REASON: **To reallocate funds from Projects 19002 (FY19-20 ADA Improvements), 20002 (FY20-21 ADA Improvements), 21002 (FY21-22 ADA Improvements) & 22002 (FY22-23 ADA Improvements) in the net amount of $98,845.04 to Project 22010 (ADA Hammock Rd Mulit-Use Path) to fund a retrofit for the entire Hammock Rd Multi-Use Path to bring it into ADA compliance standards that have changed from over two (2) decades ago when it was originally built.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** 22-23-056

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

**TRANSFER TYPE:**

_____ ITEM TO ITEM

_____ RESERVE

**XX** BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

## BOARD OF COUNTY COMMISSIONERS



### BUDGET AMENDMENTS

**REQUEST NUMBER** 22-23-056

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 22002 | 34,500.00 | | 34,500.00 | - |
| R | 151 | | 3999100Z | Project FD Bal Forward | 22010 | - | 64,345.04 | | 64,345.04 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 22010 | 250,000.00 | 98,845.04 | | 348,845.04 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |

Form Revised 08/05/2020

**RESOLUTION NO. 22-23-68**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-056 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**SECTION 2.** **Approval of Budget Amendment.** Budget Amendment 22-23-056 is hereby approved and authorized to transfer funds from Projects: 19002; 20002; 21002; 22002 (ADA Improvements for FY19-20; FY20-21; FY21-22 & FY22-23 to Project 22010 (ADA Hammock Rd Multi-Use Path) to fund a retrofit for the entire Hammock Rd Multi-Use Path to bring it into ADA compliance standards that have changed from over two (2) decades ago when it was originally built in the amount of $98,845.04 with a net fiscal impact of an increase in the amount of $2,542.50.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of February, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Karen Healy, Supervisor of Elections**<br>**Lisa Branca, Deputy Supervisor of Elections** |
| **SUBJECT/TITLE:** | **Request approval of Budget Amendment 22-23-055 to provide additional funding for the ExpressVote devices for the Supervisor of Elections.** |

---

## STATEMENT OF ISSUE

When the Supervisor of Elections (SOE) office initiated the procurement process for 28 ExpressVote Ballot Marking Devices, a quote was received dated 2-10-22 in the amount of $96,515.00. A CFS form was submitted for the FY22-23 budget and approved thru the budget process. However, when it was time to move forward, the vendor provided an updated quote on 1-22-23 with a $12,080.00 increase for the equipment.

After discussions with Board Administration and staff, several options were presented to SOE staff to purchase the equipment based on the funds budgeted. SOE staff contacted the vendor and was able to obtain a discount of $10,920.00 which brought the purchase price for the equipment to $97,675.00, an increase of $1,160.00 which Administration agreed to fund from the Infrastructure Surtax Fund Reserve for Contingency.

## RECOMMENDED ACTION

**Move to approve budget amendment 22-23-055 to provide additional funding for the ExpressVote devices for the Supervisor of Elections.**

## FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring $1,160.00 from Cost Center 9990B (Budgetary Expenditure AC 151), account 59900 (Reserve for Contingency) to Cost Center 2442A (Supervisor of Elections – 151), account 56400 (Machinery & Equipment).

Attachments: 22-23-055 SOE ExpressVote BMDs Add'l Funding (BA).pdf
22-23-055 SOE ExpressVote BMD's Add'l Funding (Reserve).pdf
Highlands County FL - ExpressVote BMD Quote - 01.29.2023.pdf

REVIEWED
O.M.B DEPARTMENT
February 7, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

## BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **2/1/2023** SUBMITTED BY: **Lisa Branca**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **9990B; 2442A**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditure AC 151; Supervisor of Elec - 151**

*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| **E** | **151** | **9990B** | **59900** | **Reserve for Contingency** | | **210,000.00** | **0.00** | **1,160.00** | **208,840.00** |
| **E** | **151** | **2442A** | **56400** | **Machinery & Equipment** | | **96,515.00** | **1,160.00** | | **97,675.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |

REASON: **Allocate additional funding from Reserve for Contingency to fund ExpressVote devices shortage resulting from price increase since CFS approval.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-055**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: _____ / _____ / _____

**TRANSFER TYPE:**

_____ ITEM TO ITEM

**XX** RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

## LOCAL INFRASTRUCTURE SURTAX FUND (CAPITAL IMPROVEMENTS) - 151 (9990B)

**FISCAL YEAR 2022-2023**

| DATE INTENDED | BCC APPROVED | B.A.# | AMOUNT | BALANCE | DESCRIPTION |
|---|---|---|---|---|---|
| 10/01/22 | | BEGINNING BALANCE | | **$210,000.00** | |
| 02/21/23 | | 22-23-055 | ($1,160.00) | $208,840.00 | Allocate add'l funding from Reserve for Contingency to fd ExpressVote devices shortage due to price increase |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **REVISED TOTAL:** | | | | **$208,840.00** | |

**CONTINUED ON NEXT PAGE**

Maintaining voter confidence. Enhancing the voter experience.

# HIGHLANDS COUNTY, FLORIDA

## Purchase Proposal Quote

## Submitted by Election Systems & Software

**Purchase Solution Includes:**

| Quantity | Item Description | Unit Price | Extended Price |
|---|---|---|---|
| | **Tabulation Hardware** | | |
| | **ExpressVote Universal Voting System:** | | |
| 28 | ExpressVote BMD (Includes Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device) | $3,660.00 | $102,480.00 |
| 28 | ExpressVote Soft-Sided Case | $250.00 | $7,000.00 |
| | **Election Services** | | |
| 1 | Implementation Services | $1,975.00 | $1,975.00 |
| X | Project Management | | |
| X | Tabulation Equipment Installation | | $3,220.00 |
| X | 1 Year Hardware and Software Warranty | | Included |
| X | Estimated Shipping and Handling | | $1,120.00 |
| X | Customer Discount | | ($10,920.00) |
| | Trade-In Allowance. Equipment Being Traded-In by Customer Includes: | | ($7,200.00) |
| | 36-AutoMARK | | |
| | **Total Purchase Solution** | | **$97,675.00** |
| | **Payment Terms** | | |
| | Amount due within thirty (30) calendar days of contract execution: | | $48,837.50 |
| | Amount due within thirty (30) calendar days of delivery of Hardware and/or Software: | | $48,837.50 |
| | **Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)** | | |
| | **Annual Post-Warranty Hardware Maintenance and Support Fees:** | | |
| 28 | HMA ExpressVote BMD - Extended Warranty with Annual Maintenance | $130.00 | $3,640.00 |
| | **Annual Post-Warranty Firmware License and Maintenance and Support Fees:** | | |
| 28 | Firmware License - ExpressVote | $75.00 | $2,100.00 |
| | **Total Annual Post-Warranty License and Maintenance and Support Fees** | | **$5,740.00** |

**Footnotes:**

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for thirty (30) days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Liz Barber, Legislative Affairs and Grants Coordinator; Sarah Beth Rogers, Economic Development Manager** |
| **SUBJECT/TITLE:** | **Request adoption of Resolution 22-23-71 providing for a pledge of support for Avon Park Executive Airport Project appropriation request** |

---

## STATEMENT OF ISSUE

Florida Airport Management (FAM), who is finalizing a partnership with the City of Avon Park to lease and continue to manage the Avon Park Executive Airport, is working with Senator Grall and Representative Tuck to file a bill for an appropriation to provide for necessary road improvements to South Cole Rd. and new turn lanes for entrances from SR 64 and South Reed Rd. This is a part of a larger project to have a Department of Emergency Management single resource location at the airport to provide supplies for disasters such as hurricanes. FAM has been working with the Highlands County Economic Development office and other community partners to increase the value of the property as an asset to the community, with the project with DEM being one of the many the group is planning for.

The roadway renovations associated with the Avon Park Executive Airport Project will reduce traffic congestion, provide an alternative route for local traffic, increase safety, improve multimodal/bimodal access and capacity, upgrade utilities, enhance aesthetics and reduce travel times to businesses and residential areas. In addition, the Avon Park Executive Airport Project has been selected by Duke Energy for its Advanced Site Selection/Certification Program which will benefit the Highlands County region greatly in the event of a named storm as it will enable the Avon Park Executive Airport to provide enhanced ability for staging Duke Energy trucks, in addition to serving FDEM as needed. According to the appropriation request, the Avon Park Executive Airport Project will provide immediate transportation and development construction jobs, as well as long-term jobs relating to agricultural, aviation, light manufacturing and emergency response.

Highlands County recognizes the importance of and strongly supports at the Avon Park Executive Airport Project and associated infrastructure improvements.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-71 providing for a pledge of support for Avon Park Executive Airport Project appropriation request.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution support.Avon Park Airport Road Project.SGS.docx

**RESOLUTION NO. 22-23-71**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE AVON PARK EXECUTIVE AIRPORT PROJECT APPROPRIATIONS REQUEST; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR A PLEDGE OF SUPPORT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING DIRECTIONS TO THE COUNTY ADMINISTRATOR.**

**WHEREAS**, the Avon Park Executive Airport is seeking to partner with Florida Division of Emergency Management (FDEM) to develop a full-time, single location resource center, as well as provide improved access which will also serve the proposed biotech innovation center planned to support new crop production and education; and

**WHEREAS**, the roadway renovations associated with the Avon Park Executive Airport Project will reduce traffic congestion, provide an alternative route for local traffic, increase safety, improve multimodal/bimodal access and capacity, upgrade utilities, enhance aesthetics and reduce travel times to businesses and residential areas; and

**WHEREAS**, the Avon Park Executive Airport Project has been selected by Duke Energy for its Advanced Site Selection/Certification Program which will benefit the Highlands County region greatly in the event of a named storm as it will enable the Avon Park Executive Airport to provide enhanced ability for staging Duke Energy trucks, in addition to serving FDEM as needed; and

**WHEREAS**, the Avon Park Executive Airport Project will provide immediate transportation and development construction jobs, as well as, long-term jobs relating to agricultural, aviation, light manufacturing and emergency response; and

**WHEREAS**, Highlands County recognizes the importance of and strongly supports at the Avon Park Executive Airport Project and associated infrastructure improvements.

**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.** Pledge of Support. Highlands County hereby pledges its support for state appropriation funding for the Avon Park Executive Airport Project, which includes road and utility improvements and right of way acquisition on approximately 3+/- miles of HWY 64 near HWY 27 for 3 turning lanes entering and exiting the Avon Park Executive

Airport, and ingress and egress for the western boundary of airport to support economic development, a Biotech Center and Logistical Staging area for emergency disaster relief.

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

**SECTION 5.** Directions to the County Administrator. The County Administrator is directed to forward this Resolution along with the supporting Resolution supplied by the District to the offices of Representative Kaylee Tuck and Senator Erin Grall.

**PASSED AND ADOPTED this 21st day of February, 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Sherry G. Sutphen, County Attorney** |
| **SUBJECT/TITLE:** | **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 4103 Loretto Ave., Sebring, FL 33872.** |

---

## STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 4103 Loretto Ave., Sebring, FL, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2906, Page 1363, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. The chain of title showed a very old transfer of mineral rights on the property that statutorily transferred to the County unless released. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

## RECOMMENDED ACTION

**Move to authorize for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 4103 Loretto Ave., Sebring, FL 33872.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.Eugenia Carolina Naka.SGS.doc

**Return to:**
**Chantel Brutus, Legal Assistant**
**Highlands County**
**600 South Commerce Ave.**
**Sebring, FL 33870**
**(863) 402-6501**

## CORRECTIVE COUNTY DEED[1]

**THIS CORRECTIVE COUNTY DEED**, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and Eugenia Carolina Naka, whose address is 5700 Granada Blvd., Sebring, FL 33872, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

> LOT 19, BLOCK 63, SUN N LAKE ESTATES OF SEBRING UNIT 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 51, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
> PARCEL # C-04-34-28-050-0630-0190

**TOGETHER** with all tenements, hereditaments and appurtenances thereto and **releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.**

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed this ____ day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

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

_____
Chris Campbell, Chairman

**ATTEST**:

_____
Jerome Kaszubowski, Clerk

TD 002291

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2906, Page 1363, of the public records of Highlands County, Florida.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

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

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-70, approving Supplemental No. 2 pertaining to FDOT Agreement G1660, Financial Project No.: 436642-1-54-01/02 (Stryker Road Project) and authorization for Chair/Vice-Chair to execute Supplemental No. 2 on behalf of the County.**

---

## STATEMENT OF ISSUE

On June 07, 2022, the County approved an Agreement with Cobb Site Development, Inc. (Cobb), pursuant to ITB# 22-003 (Agreement), for the W. Stryker Road Project, from North Olivia Drive to US 27 (Project 18008). On December 20,2022, the County approved Resolution No. 22-23-46 which increased the project budget in the amount of $45,650.00. This budget increase was associated with change order 1 to cover the cost of the emergency culvert and pipe replacement as well as the washout from Hurricane Ian.

FDOT has approved additional project funds in the amount of $45,650.00 to cover the cost identified in change order 1. BA#22-23-34 in the amount of $45,650.00 was taken to the Board on 12-20-22 appropriating funds from Infrastructure Surtax Fund Balance Brought Forward to Project 18008, Cost Center 4102A, Account 563031Z.

The Board Assistant Attorney has reviewed and approved the SCRAP Supplemental Agreement No. 02 and the accompanying Resolution 22-23-70.

## RECOMMENDED ACTION

**Move to approve Resolution 22-23-70, approving Supplemental No. 2 pertaining to FDOT Agreement G1660, Financial Project No.: 436642-1-54-01/02 (Stryker Road Project) and authorization for Chair/Vice-Chair to execute Supplemental No. 2 on behalf of the County.**

## FISCAL IMPACT

There will be no fiscal impact with this Supplemental Agreement No. 02 as FDOT will be reimbursing the county for funds that were appropriated from Fund Balance Brought Forward with budget amendment 22-23-034 that was presented and approved by the Board on 12/20/22. A budget amendment will be brought to the Board once this additional funding is received from FDOT.

Attachments: Res. 22-23.__FDOT Project 436642-1-54-0102.SGS_.pdf
436642-1 Draft State Funded Grant Supplemental Agreement #2.pdf

**RESOLUTION NO. 22-23-70**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SUPPLEMENTAL NO.: 2 TO THE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO CONTRACT NO.: G1660, FINANCIAL PROJECT NO.: 436642-1-54-01/02; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Highlands County adopted Resolution 18-19-70, on February 19, 2019, approving the Grant Agreement with the FDOT (executed by FDOT on March 12, 2019), pursuant to Contract Number G1660, FDOT Financial Project No.: 436642-1-54-01/02, for the W. Stryker Road project, from North Olivia Drive to US 27 (Project), and on May 5, 2022, Highlands County adopted Resolution 21-22-103, approving Supplemental No. 1 to Contract Number G1660, FDOT Financial Project No.: 436642-1-54-01/02 (collectively "Agreement"); and

**WHEREAS**, Highlands County has determined that it is in the best interest of the public to amend the Agreement with FDOT to recognize increased construction funding related to unforseen infrastructure Project improvement needs.

**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 Amendment and Authorization to Execute.** Supplemental No. 2 to the Agreement, related to Contract Number G1660, FDOT Financial Project No.: 436642-1-54-01/02, for the Project as attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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

the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 4.** **Savings Clause.** All prior actions of Highlands County pertaining to Supplemental No. 2 to the Agreement pertaining to Contract Number G1660, FDOT Financial Project No.: 436642-1-54-01/02, for the Project 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 21 day of February, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**Exhibit "A"**
Supplemental No. 2
Contract Number G1660
FDOT Financial Project No.: 436642-1-54-01/02

DocuSign Envelope ID: 8FA77558-8A32-4459-8643-7B0D7AA043F6



# STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT



SUPPLEMENTAL NO.
2

CONTRACT NO.
G1660

FPN
436642-1-54-01/02

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 03/12/2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

---

The parties agree that the Agreement is to be amended and supplemented as follows:

Per request from Highlands County $45,650.00 (Forty-Five Thousand Six Hundred Fifty Dollars) in additional construction funding (phase 54) has been programmed to the project. The Project total is now $2,367,186.00 (Two Million Three Hundred Sixty-Seven Thousand One Hundred Eighty-Six Dollars). The previous Exhibit "B" Schedule of Financial Assistance is replaced in its entirety by the attached REVISED Exhibit "B" Schedule of Financial Assistance and is incorporated by reference.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Highlands County is requesting additional funding in the amount of $45,650.00 (Forty-Five Thousand Six Hundred Fifty Dollars) to cover the additional cost incurred by the removal of a existing damaged aluminum corrugated pipe and installation of RCP.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Highlands County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

DocuSign Envelope ID: 8FA77558-8A32-4459-8643-7B0D7AA043F6



# EXHIBIT B
# SCHEDULE OF FINANCIAL ASSISTANCE

| RECIPIENT NAME & BILLING ADDRESS: | FINANCIAL PROJECT NUMBER: |
|---|---|
| Highlands County<br>505 South Commerce Avenue<br>Sebring, FL 33870 | 436642-1-54-01/02 |

| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | Indicate source of Local funds |
|---|---|---|---|---|---|
| **Design- Phase 34**<br>FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Design Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| | | | | | |
| **Right-of-Way- Phase 44**<br>FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Right-of-Way Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| | | | | | |
| **Construction- Phase 54**<br>FY: **2018/2019** | Maximum Department Participation (SCRA) | $1,941,246.00 | $ | $1,941,246.00 | ☐ In-Kind<br>☐ Cash |
| FY: **2021/2022** | Maximum Department Participation (GRSC) | $380,290.00 | $ | $380,290.00 | ☐ In-Kind<br>☐ Cash |
| | Total Construction Cost | $2,321,536.00<br>100.00% | $ 0.00<br>% | $2,321,536.00<br>100.00% | |
| | | | | | |
| **Construction Engineering and Inspection - Phase 64**<br>FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Construction Engineering and Inspection Cost | $ 0.00<br>% | $ 0.00<br>% | $ 0.00<br>% | |
| | | | | | |
| **(Phase : 54)**<br>FY: **2022/2023** | Maximum Department Participation (GRSC) | $45,650.00 | $ | $45,650.00 | ☐ In-Kind<br>☐ Cash |
| FY: | Maximum Department Participation (Insert Program Name) | $ | $ | $ | ☐ In-Kind<br>☐ Cash |
| | Total Cost | $45,650.00<br>100.00% | $ 0.00<br>% | $45,650.00<br>100.00% | |
| | | | | | |
| | **TOTAL COST OF THE PROJECT** | $2,367,186.00 | $ 0.00 | $2,367,186.00 | |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
Signature

1/12/2023 | 4:04 PM EST
Date

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

**PRESENTER:** **Lance Marine, Parks & Facilities Director**

**SUBJECT/TITLE:** **Request approval to update Parks & Facilities Department Job Descriptions.**

---

## STATEMENT OF ISSUE

To reflect the needs of the Parks & Facilities Department and the responsibilities of the positions, we are requesting the following:
1) To approve the pay grade change of the Custodial Supervisor from a pay grade 106 to 112. This change is necessary to more closely align all department supervisor at a comparable pay grade. This change will allow the department to hire a new Custodial Supervisor at a more competitive rate.
2) To approve the pay and title change of the Maintenance Assistant Supervisor position to "Maintenance Assistant Supervisor (Projects)" from pay grade 107 to 110. This modification is necessary to appropriately reflect the supervisory responsibilities required of this position of Facilities Management in carpentry and project related work.
3) To approve the pay and title change of the Building Maintenance Specialist to a "Maintenance Assistant Supervisor (Buildings)" to reflect the supervisory responsibilities and work requirements for HVAC, electrical, elevators and other systems maintenance in Facilities Management, with a pay grade change from 106 to 110.

## RECOMMENDED ACTION

**Move to approve the revisions to pay grade and title changes for the Custodial Supervisor from a pay grade 106 to 112; to approve the pay grade and title change of the Maintenance Assistant Supervisor to Maintenance Assistant Supervisor (Projects) and from a pay grade 107 to 110; and to approve the pay grade and title change of the Building Maintenance Specialist to a Maintenance Assistant Supervisor (Buildings) and from pay grade 106 to 110.**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of approximately $12,813.90 plus benefits annually for Cost Center 2672 (Facilities Management), and can be covered under current year budget by lapsed salaries and wages from vacant positions.

Attachments: Custodial Supervisor (0903) 02.09.2023gs.pdf
Maint. Assistant Supervisor (Buildings) 02.09.2023gs.pdf
Maint. Assistant Supervisor (Projects) 02.09.2023.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**: Custodial Supervisor | **Division**: Parks & Facilities | **Department:** Facilities | **Cost Center:** 2672 |
| **Job Code:** 0903 | **Pay Grade**: 112 | **Pay Band:** $47,381.53 - $71,072.30 | **FTE**: 1.00 |
| **Included/Exempt:** Exempt | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☐ No ☒ | |

1. This position reports directly to: Job Title Parks & Facilities Director Job Code 1101 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| Asst Custodial Supervisor / 1152 / 103 | | |
| Lead Custodian/ 1074 / 102 (2) | | |
| Custodian / 1073 / 101 (11) | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

This is a skilled supervisory position responsible for the direction and oversight of staff that perform custodial duties of various County buildings and facilities. The individual filling this position should be assertive and enjoy working both indoors and outdoors.

**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.

- Supervises, schedules, and coordinates the work functions of custodians involved in general housekeeping duties such as: cleaning offices, restrooms, sweeping, vacuuming, dusting, mopping, and other similar duties. Performs custodial work as required.
- Coordinates, schedules, monitors and supervises team maintenance activity of employees.
- Coordinates, schedules, and monitors contract workers in facilities performing duties related to custodial care.
- Responsible for orientation and continued training of all Custodians.
- Prepares and submits requisitions for supplies and equipment.
- Supervises the work functions of custodial staff. Verifies time and attendance reports, completes employee evaluation reports, disciplinary actions, and other administrative documentation.
- Manage and schedule various vendors, such as floor cleaning, building fire extinguisher inspections, etc.
- Procures safety training materials, train custodial staff and maintain training records.
- Investigates and performs after action report in response to incident(s).
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Manages warehouse operations.
- Proactively identifies future needs, issues, and concerns.
- Frequently inspects buildings to identify maintenance or safety issues.

**Knowledge, Skills, and Abilities**:

• Knowledge of materials, methods and techniques required to properly maintain buildings and facilities in a clean, healthy, and sanitary manner.
• Knowledge of the equipment used by the custodial staff.
• Knowledge of equipment capabilities and maintenance requirements.
• Knowledge of purchase requisition procedures.
• Skill in the proper methods of custodial service, and maintenance of buildings and other facilities.
• Ability to plan and supervise the work of others.
• Ability to understand, follow and communicate oral and written instructions.
• Ability to report time and attendance information and complete employee evaluations.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, 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 office and janitorial equipment to include, but not limited to computers, mops, and brooms. Must be able to frequently position self to work under or around various items to perform custodial 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 (4) four hours. Frequently operates motor vehicle for up to four (4) hours.

## 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 three (3) years of custodial experience with at least one and half (1.5) years in a supervisory position.

**Licenses, Certifications, or Registrations**:

Must possess and maintain a valid Florida Drivers 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 ☐<br>Supervisor/Director Signature: | Title:<br>Facilities Manager | Date: |
|---|---|---|

**Internal Use Only**:

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

| Approval of Human Resources: | Title: Human Resources Manager | Date: |
|---|---|---|

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

**REGULAR** ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

## POSITION INFORMATION

**Position Type**
**Admin** ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

| | | |
|---|---|---|
| **Job Title**: Maintenance Assistant Supervisor (Buildings) | **Division**: Parks & Facilities | **Department:** Facilities | **Cost Center:** 2672 |
| **Job Code:** TBD | **Pay Grade**: 110 | **Pay Band:** $42,169.39 - $63,254.09 | **FTE**: 1.0 |
| **Included/Exempt:** Included | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☒ No ☐ | |

1. This position reports directly to: Job Title Maintenance Supervisor Job Code 0974 Pay Grade 113

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| Bldg. Maint. Specialist (0902) 106 | | |
| Bldg Maint. Assistant (0970) 103 | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

This is a skilled position responsible for the repair and maintenance of physical structures and equipment, utilizing acceptable building maintenance techniques.

**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.

- Repair and/or replaces electrical fixtures.
- Troubleshoot and perform minor repairs of HVAC units, controls, and air handlers.
- Establishes preventative and routine HVAC maintenance schedules and perform maintenance accordingly.
- Clean HVAC system condensers and evaporator coils, clear drain lines, inspect electrical connections and duct work.
- Take electrical readings and creating reports for each unit.
- Perform minor repairs and maintenance of generator and automatic transfer switch controls.
- Use automated computer system to set and control HVAC system operations.
- Perform general carpentry work in the minor alteration, maintenance, and repair of buildings, floors, partitions, doors, windows, roofs, screens, wood fixtures, and furniture.
- Repair walls, ceilings, molding and other finished surfaces.
- Maintain external walls, roofs, sidewalks, parking areas, irrigation, steps, lights, signs and other objects as necessary.
- Perform general plumbing work.
- Clean and prepare surfaces for painting and staining. Complete painting and/or staining functions.
- 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.
- Periodically respond to after hours maintenance calls as required.

**Knowledge, Skills, and Abilities**:

• Knowledge of the standard practices, methods, tools, and materials required for the building maintenance profession.
• Knowledge of the occupational hazards and safety precautions required by the job.
• Knowledge of basic carpentry, mechanical, electrical, and plumbing skills.
• Knowledge of proper techniques for the use of power and hand tools.
• Knowledge in cable TV wiring and components maintenance.
• Knowledge in fire alarms and smoke detector systems.
• Skill in the use of tools, materials, and equipment necessary for building maintenance.
• Ability to evaluate and estimate maintenance requirements.
• Ability to understand maintenance procedures.
• Ability to understand, follow, and communicate oral and written instructions.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, 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 five (5) years of experience with building maintenance and HVAC experience or a certification from a related trade or technical school and three (3) years of experience.

**Licenses, Certifications, or Registrations**:

Must possess and maintain a valid Florida Driver License. HAVC Certification and/or Master Electrician preferred.

**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 ☐<br>Supervisor/Director Signature: | Title:<br>Facilities Manager | Date: |
|---|---|---|

**Internal Use Only**:

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

| Approval of Human Resources: | Title: Human Resources Manager | Date: |
|---|---|---|

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

**REGULAR** ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

## POSITION INFORMATION

**Position Type**
**Admin** ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

| | | |
|---|---|---|
| **Job Title**: Maintenance Assistant Supervisor (Projects) | **Division**: Parks & Facilities | **Department:** Facilities | **Cost Center:** 2672 |
| **Job Code:** TBD | **Pay Grade**: 110 | **Pay Band:** $42,169.39 - $63,254.09 | **FTE**: 1.0 |
| **Included/Exempt:** Included | **Type of Transaction**: | | |
| **EMPLOYEE:** | **Special Risk**: Yes ☐ No ☒ | **Overtime**: Yes ☒ No ☐ | |

1. This position reports directly to: Job Title Maintenance Supervisor Job Code 0974 Pay Grade 113

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| Bldg. Maint. Specialist / 0902 / 106 | | |
| Bldg. Maint. Assistant / 0970 / 103 | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A highly skilled position responsible for finish construction, maintenance and repair of wooden and concrete articles, equipment and structures, utilizing both skilled and semi-skilled labor, and acceptable building maintenance techniques.

**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.

- Performs skilled finish work in carpentry activities.
- Designs and builds all types of items in the carpentry line.
- Repairs wooden structures and furniture.
- Builds docks; floating and stationary.
- Maintains external walls, roofs, sidewalks, parking areas, irrigation, clocks, wiring, steps, lights, signs and other objects as necessary.
- Performs other work in the building trades including concrete work.
- Performs all necessary duties for the installation and construction of concrete boat ramps, including forming, pouring, tying reinforcing bar, placing and finishing concrete and setting of slabs.
- Performs general maintenance of buildings, floors, partitions, doors, windows, and screens.
- Performs all duties included in the completion of staining and painting.
- Establishes and maintains a preventative maintenance plan and schedule.
- Performs minor repairs and maintenance of generator and automatic transfer controls.
- Performs minor repair of HVAC units, controls and air handlers. Performs filter maintenance.
- Repairs and/or replaces electrical fixtures and performs general plumbing work.
- Operates all woodworking machinery and equipment.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

**Knowledge, Skills, and Abilities**:

• Knowledge of equipment and equipment capabilities required by the department.
• Ability to understand, follow and communicate oral and written instructions.
• Knowledge of the standard practices, methods, tools and materials of the carpenter's trade and building maintenance.
• Knowledge of the qualities and uses of various woods.
• Knowledge of the occupational hazards and safety precautions involved in the trade.
• Ability to work from sketches, plans and blueprints.
• Ability to understand maintenance procedures, evaluate and estimate maintenance requirements.
• Skill in directing and supervising subordinates.
• Knowledge of basic mechanical, electrical and plumbing skills.
• Knowledge of water safety and operation of watercraft.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, 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. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) 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:

Graduated from an accredited high school or possession of an acceptable equivalent diploma. Four (4) years of experience as a finish carpenter and a minimum of three (3) years experience with building maintenance requirements or a certification from a related trade or technical school and one (1) year of experience.

**Licenses, Certifications, or Registrations**:

Must possess and maintain a valid Florida Driver License, Class A

**Other job related requirements**:

Disaster Essential. Ability to swim

**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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |

**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 21, 2023**

**PRESENTER:**

**SUBJECT/TITLE:** **Request approval of the minutes from the January 05, 2023 and January 19, 2023 Regular Meeting(s) of the Board.**

---

**RECOMMENDED ACTION**

**Move approval of the minutes from the January 05, 2023 and January 19, 2023 Regular Meeting(s) of the Board.**

Attachments: 010523REG.pdf
011923REG.pdf

**REGULAR MEETING OF THE BOARD, JANUARY 05, 2023**

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

| | |
|---|---|
| **Commissioner Chris Campbell** | **Commissioner Arlene Tuck** |
| **Commissioner Kevin J. Roberts** | **Commissioner Don Elwell** |
| **Commissioner Scott A. Kirouac** | |

Also, present: Laurie Hurner, County Administrator; 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 Michelle Rigterink, US Navy, Highlands County Veteran Services Officer.

**4. SWEARING-IN CEREMONY**

**A. Swearing-in of Supervisor of Elections Karen Healy by the Honorable Judge Angela Cowden.**
Karen Healy, Supervisor of Elections, was sworn in by the Honorable Judge Angela Cowden. ***See SMB 151 Page 1 & Constitutional Officers file.***

**5. ANNOUNCEMENTS**
~~The Veterans Advisory Board will meet at 3:30 p.m., on Thursday, January 5, 2023, at the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.~~ ***This meeting has been cancelled.***

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

The Historic Preservation Commission will hold a regularly scheduled meeting on Thursday, January 12, 2023, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

**6. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**
No report.

**7. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**
None presented.

**8. PUBLIC COMMENT**
Mr. Charles Howell came before the Commission to address concerns regarding construction noises coming from the landfill near the Deer Lake area on holidays and late at night and commented on a possible zoning consideration for an indoor motor cross-track.

**9. CONSENT AGENDA**

Commissioner Kirouac moved approval of the consent agenda as presented. Commissioner Tuck seconded the motion.

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

**A. Request approval of the minutes from the November 1, 2022 Regular Meeting of the Board and the November 8, 2022 Emergency Meeting of the Board.** *See Clerk of Courts website.*

**B. 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 151 Page 2.*

**C. Request to adopt Resolution 22-23-51 for Budget Amendment 22-23-038 for a Florida Sports Foundation Major Grant in the amount of $13,974.00 awarded to the Tourist Development Council for support to the 2022 Spartan Race & Spartan Kids World Championship.** *See Res. Book 34 Page 47 & SMB 151 Page 3.*

**D. Continuation of Other Personnel Services (OPS) Employment for D. Hawkins and waiving the six (6) calendar month limit as stated in Section 402:4 of the Highlands County Personnel Rules and Regulations Manual adopted 09/20/2016.** *See SMB 151 Page 4.*

**E. Request approval of Amendment 5 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.** *See Excavation Point, Inc. file.*

**F. Request approval of the Nu-Hope Elder Care Services, Inc., a Florida Non-Profit Corporation Grant Agreement.** *See Nu-Hope Elder Care Services, Inc. file.*

**G. Request to adopt Resolution 22-23-50 for Budget Amendment 22-23-037 for a Florida Sports Foundation Small Market Grant in the amount of $2,291.00 awarded to the Tourist Development Council for support to the Gran Fondo New York (GFNY) Florida Sebring Cycling and Marathon 2022 events.** *See Res. Book 34 Page 48 & SMB 151 Page 5.*

**H. Request approval of the Peace River Center for Personal Development, Inc., a Florida Non-Profit Corporation Grant Agreement.** *See Peace River Center file.*

**I. Quartermaster Job Description.** *See SMB 151 Page 6.*

**J. Request adoption of Resolution 22-23-52 for Budget Amendment 22-23-039 for Project item to item transfers between capital accounts to assist with GASB 34 reporting and adjusting rollover project balances from FY 21/22 into FY 22/23 with a net fiscal impact of $204,703.80.** *See Res. Book 34 Page 49 & SMB 151 Page 7.*

**K. Request approval of an Easement Agreement between Highlands County and Ion Dennis Coulter, Trustee and Grantor for access to the Highlands County Marl Pit.** *See Marl Pit file.*

**L. Request approval to write-off of uncollectible past due employee benefit premiums of former Clerk of Courts employees in the amount of $3,348.18.** *See SMB 151 Page 8.*

**M. Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended September 30, 2022.** *See SMB 151*

*Page 9.*

**N. Job Description for Chief of Training.** *See SMB 151 Page 10.*

**10. COMMITTEE ASSIGNMENTS:**

**A. Request to reappoint two (2) regular voting members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).**

Leah Sauls, Development Services Director, presented the request and addressed questions raised by the Commission.

Commissioner Kirouac moved to approve the reappointment of Mr. Chip Boring and Mr. Frank Youngman as regular voting members of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 11.***

**B. Request reappointment of board member to the Hospital District Board.**

Ingra Gardner, Community Programs Director, presented the request and addressed questions raised by Commissioner Elwell.

Commissioner Elwell and Commissioner Roberts expressed their concerns regarding the Board policy on term limitations.

Commissioner Roberts moved to request the reappointment of Jeffrey L. Roth representing District 1 to the Hospital District Board to serve a four (4) year term, effective January 1, 2023. Commissioner Elwell seconded the motion.

Commissioner Tuck and Commissioner Kirouac expressed their concerns. County Attorney Sherry Sutphen addressed those concerns raised by the Commission.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 12.***

**11. PUBLIC HEARING**

No public hearings presented.

**12. ACTION AGENDA**

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

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

**A. Consideration of adoption of Resolution 22-23-48 for Budget Amendment 22-23-035 regarding the FY 22/23 State Housing Initiative Partnership Program (SHIP) funds in the amount of $936,751.00.**

Lucy Castillo, Housing Program Coordinator, presented the request.

Ms. Castillo, Ingra Gardner, Community Programs Director, and David Nitz, OMB Manager, addressed questions and concerns raised by Commissioner Kirouac and Commissioner Elwell.

Commissioner Roberts expressed the importance of affordable housing and commended staff for doing a fabulous job.

Chairman Campbell opened the floor for public comment. Input was received by Reverend George Miller.

Commissioner Roberts moved to request adoption of Resolution 22-23-48 for Budget Amendment 22-23-035 regarding the Fiscal Year 22/23 State Housing Initiative Partnership (SHIP) funds in the amount of $936,751.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 50 & SMB 151 Page 13.***

**B. Request adoption of Resolution 22-23-55 for Budget Amendment 22-23-042 to reorganize the ARPA project funds to match last Fiscal Year 21/22 and adjust balances according to actuals at the end of Fiscal Year 21/22 with a net decrease in the amount of $2,616,633.93.**

David Nitz, OMB Manager, presented the request. Laurie Hurner, County Administrator, stated an update of the ARPA projects will be provided to the Commission.

Laurie Hurner, County Administrator, and Liz Barber, Legislative Affairs & Grants Coordinator, addressed questions raised by Commissioner Roberts.

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

Commissioner Kirouac moved approval to adopt Resolution 22-23-55 for Budget Amendment 22-23-042 to reorganize the ARPA project funds to match last Fiscal Year 21/22 and adjust balances according to actuals at the end of Fiscal Year 21/22 with a net decrease in the amount of $2,616,633.93. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 51 & SMB 151 Page 14.***

**C. Request adoption of Resolution 22-23-56 for Budget Amendment 22-23-043 to make adjustments and corrections to the rollover project balances from FY 21/22 into the current FY 22/23 to properly budget the available funds in the projects in FY 22/23 with Fiscal Impact of a net increase in the amount of $9,925,310.70**

David Nitz, OMB Manager, presented the request. Laurie Hurner, County Administrator, addressed concerns raised by Commissioner Kirouac.

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

Commissioner Kirouac moved approval to adopt Resolution 22-23-56 for Budget Amendment 22-23-043 to make adjustments and corrections to the rollover project balances from FY 21/22 into the current FY 22/23 to properly budget the available funds in the projects in FY 22/23 with Fiscal Impact of a net increase in the amount of $9,925,310.70. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 52 & SMB 151 Page 15.***

## 13. COUNTY ADMINISTRATOR & LEGAL

**A. County Attorney Status Report.**

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report as of December 21, 2022. ***See SMB 151 Page 16.***

Ms. Sutphen provided an update regarding a 2012 class action lawsuit that started in the east district of Michigan

and has recently settled with a remittance of $14,233.57 to Highlands County that will be placed in the general fund.

Ms. Sutphen updated the Board on her research regarding the transferring of property ownership where the property is located on a noncounty-maintained road and stated the easiest way to handle this issue is to adopt a county ordinance that states an affidavit must be recorded along with the deed when a property transfer takes place. Ms. Sutphen stated her office will work with the Clerk's Office to ensure they are comfortable with this process and possibly have this change go into effect on March 1st.

Ms. Sutphen addressed concerns raised by the Commission and the Clerk and after further discussion, it was a consensus of the Commission to direct the County Attorney to move forward with drafting an ordinance with a transition period for the Clerk of Courts Office and bring this back to the Board for review.

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

Laurie Hurner, County Administrator, presented the Commissioners' Priorities and the Project Status Report as of December 21, 2022. ***See SMB 151 Page 17.***

In regards to the 100% reimbursement for debris pickup, Ms. Hurner stated it was extended to 75 days and pickup on county roads should be completed today. Ms. Hurner also shared that an additional pick up is required for state and municipal roads to ensure those are cleaned up.

Ms. Hurner commended the Emergency Management, Public Safety, and Business Services Departments for doing a phenomenal job keeping up with all the costs from this storm and applauded the federal and state government for making this process much more succinct.

Ms. Hurner recognized Marty Mielke from Senator Erin Grall's Office and Dana Orr from State Representative Kaylee Tuck's Office for their support with the legislation for the hospital.

Liz Barber, Legislative Affairs & Grants Coordinator, and J. D. Langford, Assistant County Engineer, provided an update on the county's appropriation request on the federal budget that has been approved and signed into law for Phase 4 of the Sebring Parkway. Ms. Barber, Mr. Langford and Ms. Hurner addressed questions raised by the Commission. Ms. Hurner recognized State Representative Greg Steube and his office for their support with this project.

Regarding roadwork in Lake Placid, the Assistant County Engineer provided an update requested by Commissioner Tuck.

**14. COMMISSIONERS**

Commissioner Elwell stated the Vietnam Traveling Memorial Wall will be holding a two-day event this weekend, January 7-8, 2023, honoring Vietnam veterans at the American Legion Post 69 in Avon Park.

Commissioner Tuck thanked all the Commissioners for attending the parades and shared an article from the *Florida Trend* magazine stating Highlands County was mentioned as the 2nd highest county for unemployment rates in the state, at 4.3%.

Commissioner Kirouac wished everyone a happy new year and stated there is a cornhole tournament fundraiser at the Alan Jay arena at the fairgrounds on Saturday, January 7, 2023, for the Kim Gose Cancer Research Foundation.

Commissioner Roberts wished everyone a happy new year and commented on a recent trip he and his wife took to Fort Myers. While touring Fort Myers Beach, Commissioner Roberts shared, it made him pause and realize how

thankful he is for the abundant blessings here in Highlands County.

Commissioner Roberts stated it was sad to see a picture from the newspaper of all the obituaries of prominent Highlands County residents in 2022 who have passed away and for Buffalo Bills' football player Damar Hamlin, going into cardiac arrest during a game.

Commissioner Campbell wished everyone a happy new year and stated this is the first meeting held on a Thursday where a holiday fell on a Monday and stated the idea behind this unanimous Board decision approved last year was for Board members to be able to meet with staff since the offices would be closed on Monday prior to a meeting.

Commissioner Kirouac stated the next Board meeting will also be held on a Thursday due to the Martin Luther King, Jr. holiday being on Monday, January 16, 2023. The County Administrator concurred.

**15. INFORMATIONAL**

**A. Board payables from December 20, 2022 to January 4, 2023.** *See Check Reports file.*

**16. ADJOURN**

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

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

The meeting was adjourned at 10:46 a.m.

**REGULAR MEETING OF THE BOARD, JANUARY 19, 2023**

**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 Chris Campbell** | **Commissioner Arlene Tuck** |
| **Commissioner Scott A. Kirouac** | **Commissioner Don Elwell** |

**Commissioner Kevin J. Roberts** was absent from this meeting.

Also, present: Laurie Hurner, 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 Jerome Kaszubowski, Clerk of Courts.

**3. PLEDGE OF ALLEGIANCE**
The Pledge of Allegiance was led by Gerald Cruz, US Marines, with the Heartland Christian Academy's Cadet Corps.

**4. ANNOUNCEMENTS**
The Value Adjustment Board will hold an organizational meeting at 9:00 a.m., on Tuesday, January 24, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

**5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**
Jerome Kaszubowski, Clerk of Courts, presented and read into the record a certificate from Attorney General Ashley Moody recognizing the Highlands County Clerk of Circuit Court & Comptroller's participation in the 100 Percent Club, for making the commitment to end human trafficking in Florida by raising awareness, providing training, and saving lives. ***See SMB 151 Page 20***.

**6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

**A. Recognition of Retirement for Joyce Stubbs, Parks & Facilities Custodial Supervisor.**
Sarah Albritton, Parks & Recreation Assistant Director, recognized Ms. Joyce Stubbs in honor of her 17 years of excellent service to the citizens of Highlands County. Everyone wished her well on her retirement. ***See SMB 151 Page 21.***

**7. PUBLIC COMMENT**
No participants.

**8. CONSENT AGENDA**
Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

**A. Request for approval of the Memorandum of Understanding between Highlands County Board of County Commissioners and the Children's Home Society, renewing the partnership for Child**

**Protection Team Services.** *See Children's Advocacy Center file.*

**B. Request approval of the Tower Removal Agreement between Highlands County; the tower owner/operator, TowerCom VIII-B, LLC; and the landowner, B-4, Inc.; as submitted.** *See Tower Removal Agreement file.*

**C. Request approval of the final rendering for the centennial mural.** *See SMB 151 Page 22.*

**D. Request approval of the minutes from the November 15, 2022, Regular Meeting of the Board, the November 29, 2022, Special Meeting of the Board, and the December 6, 2022, Regular Meeting of the Board.** *See Clerk of Courts website.*

**E. Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2021-2022.** *See BCC Annual Reports file.*

**9. COMMITTEE ASSIGNMENTS:**

**A. Request to approve Mr. Noah Handley as the newest member of the Natural Resources Advisory Commission (NRAC) in a professional slot.**

Mike McMillian, Natural Resources Environmental Specialist, presented the request.

Commissioner Kirouac moved to approve Mr. Noah Handley as the newest member of the Natural Resources Advisory Commission (NRAC) in a professional slot. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 23.***

**B. Request approval to appoint Benjamin Russell and Margaret Makupson to the Children's Services Council.**

Julie Richardson, Children's Advocacy Center Manager and Children's Services Council Executive Director, presented the request.

Commissioner Elwell moved to approve Benjamin Russell and Margaret Makupson to the Children's Services Council to fill the vacant positions. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 24.***

**10. PUBLIC HEARING**

**A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-611SS, for two (2) parcels totaling an approximate 5.80 acres, from Agriculture (AG) and Commercial (C) to Medium Density Residential (RM).**

**B. Public hearing to consider adoption of P&Z Hearing No. 2117, changing the Official Zoning Atlas for two parcels totaling an approximate 5.80 acres, from Agricultural District (AU) and Limited Business District (B-2) to Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD).**

**C. Request approval of a Release of an Easement for properties within the Moss Hammock Subdivision.**

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented items 10A, 10B, and 10C together, as they 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. Culpepper read the caption of the proposed ordinance into the record and stated there have been three (3) letters received in objection, one (1) with concerns and suggestions, and zero (0) letters received in favor. The letters received were emailed to the commissioners and submitted to the Clerk to become part of the permanent record.

Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Campbell stated he spoke with Cheryl Sharp, who expressed concerns with the entrance way shared with Moss Hammock and the landscaping, should this project be approved. Commissioner Kirouac stated he had the same conversation with Cheryl Sharp and also spoke with the developer. Commissioner Tuck and Commissioner Elwell stated no.

The applicants' agent Rick Whidden and Ms. Culpepper addressed questions and concerns raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was received by Ms. Barb Sheasley.

Ms. Culpepper read into the record the recommended motion for **CPA-23-611SS.**

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

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2117.**

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 55 & Zoning Changes file.***

Ms. Culpepper read into the record the recommended motion for **MDA-23-002.**

Commissioner Elwell moved approval of the motion as read. Commissioner Kirouac seconded the motion.

Upon roll call Commissioners voted aye. The motion carried. ***See Release file.***

**D. Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.**

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented. 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.

Ms. Culpepper and County Attorney Sherry G. Sutphen addressed questions raised by Commissioner Tuck and Commissioner Elwell.

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

Commissioner Kirouac moved approval to adopt by Ordinance No. 22-23-14, modifying the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Economic Opportunity for notification. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & SMB 151 Page 25.***

**11. ACTION AGENDA**
No action items presented.

**12. COUNTY ADMINISTRATOR & LEGAL**

**A. Commissioner's Priorities and the Project Status Report.**
Laurie Hurner, County Administrator, presented the Commissioners Priorities and the Project Status Report as of January 4, 2023. ***See SMB 151 Page 26A.***

Ms. Hurner commended the entire organization for doing a fantastic job bringing the information together for the annual report that was approved by the Commission during the consent agenda today (agenda item 8E) and stated it will be posted on the county's website.

Ms. Hurner presented the Budget Calendar Highlights for FY 23-24. ***See SMB 151 Page 26B.***

**B. County Attorney Status Report.**
Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report as of January 9, 2023. ***See SMB 151 Page 27.***

**13. COMMISSIONERS**
Commissioner Elwell thanked staff for their help in preparing information for him on a recent town hall meeting he attended.

Commissioner Tuck and County Administrator reminded everyone there will be a Legislative Delegation meeting on Wednesday, February 1, 2023, at 9:30 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL., and shared State Representative Kaylee Tuck and State Senator Erin Grall will be attending.

Commissioner Tuck stated Congressman Greg Steube had an accident yesterday and asked everyone to please keep him in their prayers.

**14. INFORMATIONAL**

**A. Board payables from January 5, 2023, to January 18, 2023.** *See Check Reports file.*

**15. ADJOURN**
Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

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

The meeting was adjourned at 9:37 a.m.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Corey Amundsen, Emergency Management** |
| **SUBJECT/TITLE:** | **Request approval to Pay without PO for Motorola contract, Inv. # 1188080918 in the amount of $48,600.00** |

---

## STATEMENT OF ISSUE

The invoice was recently received, and Purchase order had not been issued previously due vacancy in the Emergency Manager and Administrative Assistant positions.

## RECOMMENDED ACTION

**Move to approve Pay without PO for Motorola contract, Inv. # 1188080918 in the amount of $48,600.00**

## FISCAL IMPACT

No fiscal impact, as this anticipated expenditure was included in the FY 22-23 Adopted Budget.

Attachments: motorola 365.pdf

**HIGHLANDS COUNTY**
**BOARD OF COUNTY COMMISSIONERS**
**Purchasing Division**

**REQUEST FOR PAYMENT FOR INVOICE WITHOUT A PURCHASE ORDER**
**FOR INVOICE GREATER THAN $7,500.00**

To: Purchasing Manager

From: Emergency Operations (Department / Division Name) Laura Strickland (Requesting Employee's)

Date: February 9, 2023

Purchase order to Motorola/vendor 22143 [Vendor's Name/Number] was not created for the purchase billed on the attached invoice, for the following reason(s):

EOC Manager and Administrative Assistant positions were vacant; bill was not received in office; no one was aware of the agreement installments approved by the Board on 10/16/2018.

By my signature I certify that:
1.) The goods or services were ordered by a County employee or volunteer approved to request a PO.
2.) The goods or services were received in good order and needed by the Department
3.) Funds are budgeted and available to pay for the goods or services.
4.) Supporting documentation.

2/9/2023
Employee's Signature & Date

2/9/23
Manager / Director's Signature & Date

| Fund/Cost Ctr | Account | Project | Amount |
|---|---|---|---|
| 3994 | 53400 | | $48,600.00 |

***Approval:*** Board approved multi-year contract

No other purchasing rules or procedures would be broken by approving the payment.

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2023.02.10 08:30:01 -05'00'
Purchasing Division - Signature — Date

Funds are available for payment and the amount is greater than $7,500.00.

Digitally signed by David Nitz Date: 2023.02.10 08:52:30 -05'00'
OMB Division - Signature — Date

Approved for payment based on the above information.

Laurie A Hurner Digitally signed by Laurie A Hurner Date: 2023.02.10 13:29:00 -05'00'
County Administrator - Signature — Date

Date of Board approval — Requesting Employee's Initials

MOTOROLA SOLUTIONS

# ORIGINAL INVOICE

**Motorola Solutions, Inc.**
500 West Monroe
Chicago IL 60661
United States
**Federal Tax ID: 36-1115800**

| Transaction Number | Transaction Date | Transaction Total |
|---|---|---|
| 1188080918 | 01-OCT-2022 | 48,600.00 USD |

| P.O. Number | P.O. Date | Customer Account No |
|---|---|---|
| | | 1011858513 |

| Payment Terms | Payment Due Date |
|---|---|
| Net Due in 20 Days | 21-OCT-2022 |

Visit our website at www.motorolasolutions.com

**Bill To Address**

HIGHLANDS COUNTY BOARD OF COUNTY COMM
ATTN: Accounts Payable
6850 W GEORGE BLVD
FIRE SERVICE
SEBRING FL 33875
United States

**IMPORTANT INFORMATION**

**For all invoice payment inquiries contact**
SLT4EA@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

**Sales Order(s):** USC000004730

**SPECIAL INSTRUCTIONS / COMMENTS**

| Line Item # | Item Number | Description | Qty. | Unit Price (USD) | Amount (USD) |
|---|---|---|---|---|---|
| | | Service From: 01-OCT-2022 Service To: 30-SEP-2023 | | | |
| 1 | SVC02SVC0433A | ASTRO SUA II FIELD IMPLEMENTATN SVC | 1 | 2,400.00 | 2,400.00 |
| 2 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 2,862.00 | 2,862.00 |
| 3 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 29,766.36 | 29,766.36 |
| 4 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 2,840.16 | 2,840.16 |
| 5 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 2,862.00 | 2,862.00 |
| 6 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 2,862.00 | 2,862.00 |

**Please detach here and return the bottom portion with your payment**

## Payment Coupon

| Transaction Number | Customer Account No | Payment Due Date | Transaction Total | Amount Paid |
|---|---|---|---|---|
| 1188080918 | 1011858513 | 21-OCT-2022 | 48,600.00 USD | |

**Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.**

HIGHLANDS COUNTY BOARD OF
COUNTY COMM
ATTN: Accounts Payable
6850 W GEORGE BLVD
FIRE SERVICE
SEBRING FL 33875
United States

**Send Payments To:**

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

**Motorola Solutions, Inc.**
500 West Monroe
Chicago IL 60661
United States
**Federal Tax ID: 36-1115800**

# ORIGINAL INVOICE

| Transaction Number | Transaction Date | Transaction Total |
|---|---|---|
| 1188080918 | 01-OCT-2022 | 48,600.00 USD |

| P.O. Number | P.O. Date | Customer Account No |
|---|---|---|
| | | 1011858513 |

| Payment Terms | Payment Due Date |
|---|---|
| Net Due in 20 Days | 21-OCT-2022 |

Visit our website at www.motorolasolutions.com

| Line Item # | Item Number | Description | Qty. | Unit Price (USD) | Amount (USD) |
|---|---|---|---|---|---|
| 7 | SVC04SVC0178A | SYS UPGRADE AGRMT II-SITE | 1 | 5,007.48 | 5,007.48 |
| 8 | | THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS. | 0 | 0.00 | 0.00 |

| | |
|---|---|
| USD Subtotal | 48,600.00 |
| USD Total Tax | 0.00 |
| USD Total | 48,600.00 |
| USD Amount Due | 48,600.00 |

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

ORIGINAL DOCUMENT

**DATE OF ACTION REQUEST: December 20, 2016**

**PRESENTER:** **Chris Benson, Community Programs Director/Administrative Project Manager**

**SUBJECT/TITLE:** **Request approval of a 10 year System Upgrade Agreement (SUA) with Motorola Solutions Inc., through sole source procurement, for the Public Safety Radio System.**

---

## STATEMENT OF ISSUE

Attached is a copy of a Systems Upgrade Agreement (SUA) that is for the Public Safety Radio system. Our Public Safety Radio system is connected to Polk County and is reliant on equipment that they own and maintain. As a result of Polk County committing to this type of service offered by Motorola, Highlands County will need to enter into an agreement for the same services on our system. Motorola, the engineer and manufacturer of our existing radio system, holds exclusive proprietary rights to licensing, operating, and modifying the current radio system. Motorola has been the sole source for our existing radio system and will be the necessary sole source provider for System Upgrade services provided in this agreement.

The County's Public Safety Radio system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the Public Safety Radio system platform is an information technology (IT) based core which incorporates both Motorola and commercially developed software and hardware products. The embedded components of the Public Safety Radio system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone.

Similar to other IT systems, which leverage products from multiple original equipment manufacturer (OEM) partners, individual components with the Public Safety Radio system platform will require update and replacement due to normal advancements in technology. Lifecycle planning for the Public Safety Radio system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders' investment in the platform.

## RECOMMENDED ACTION

**Move to approve a 10 year Systems Upgrade Agreement (SUA) with Motorola Solutions Inc., through sole source procurement, for the Public Safety Radio System, pending Board Attorney review and approval.**

## FISCAL IMPACT

Fiscal Impact $48,300.00

Attachments: Highlands County 10 Year SUA II Package 11.01.16.pdf

MOTOROLA SOLUTIONS

# SERVICES AGREEMENT

*Attn: National Service Support/4th fl*
*1301 East Algonquin Road*
*(800) 247-2346*

Contract Number: S00001027737
Contract Modifier:

Date: 10/31/2016

| | |
|---|---|
| Company Name: | Highlands County Board Of County Comm |
| Attn: | CHRISTOPHER BENSON |
| Billing Address: | 6850 W George Blvd |
| City, State, Zip: | Sebring, FL, 33875 |
| Customer Contact: | Christopher Benson |
| Phone: | 863 402 6510 |

| | |
|---|---|
| Required P.O.: | No |
| Customer # : | 1011858513 |
| Bill to Tag # : | 0002 |
| Contract Start Date: | 10/01/2016 |
| Contract End Date: | 09/30/2026 |
| Anniversary Day: | Sep 30th |
| Payment Cycle: | ANNUAL |
| PO # : | |

| QTY | MODEL/OPTION | SERVICES DESCRIPTION | MONTHLY EXT | EXTENDED AMT |
|---|---|---|---|---|
| | | Total Services | | $485,399.64 |

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

| | | |
|---|---|---|
| Subtotal - Recurring Services | | |
| Subtotal - One-Time Event Services | | |
| Total | | $485,399.64 |
| Taxes | - | - |
| Grand Total | | $485,399.64 |

Monthly payment schedule:

10/1/2016 - 9/30/2017 ($4,025)

10/1/2017 - 9/30/2018 ($4,025)

10/1/2018 - 9/30/2019 ($4,033)

10/1/2019 - 9/30/2020 ($4,033)

10/1/2020 - 9/30/2021 ($4,041)

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

| Subcontractor(s) | City | State |
|---|---|---|
| MSI- T4 SUA UPGRADE OPERATIONS (CB704) | LAWRENCE VILLE | GA |
| MOTOROLA NIO SSA TEAM | SCHAUMBURG | IL |

**I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.**

Dan Farrell — 2/20/17

AUTHORIZED CUSTOMER SIGNATURE — TITLE — DATE

CUSTOMER (PRINT NAME)

Mike B — Regional Services Manager — 1/31/17

MOTOROLA REPRESENTATIVE(SIGNATURE) — TITLE — DATE

| Matt Brenneman | 443-745-4118 |
| --- | --- |
| MOTOROLA REPRESENTATIVE(PRINT NAME) | PHONE |

Company Name: Highlands County Board Of County Comm Contract
Number: S00001027737
Contract Modifier:
Contract Start Date: 10/01/2016 Contract End Date: 09/30/2026

**SUA Agreement**

Motorola Solutions, Inc., a Delaware corporation ("Motorola") and Highlands County, a political subdivision of the State of Florida, including its Board of County Commissioners as its governing body and the Highlands County Sheriff ("Sheriff") a County Constitutional Officer (hereinafter mutually referred collectively as ("Customer") unless specifically provided otherwise herein) enter into this Agreement, pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

**Section 1 EXHIBITS**

The cover page for this Agreement and the exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the cover page and the cover page takes precedence over the Exhibits, and any inconsistency between Exhibits A through C will be resolved in their listed order, with A being highest and C being lowest in precedence.

| | |
|---|---|
| Exhibit A | Customer's Existing Motorola Software License Agreement |
| Exhibit B | SUA Statement of Work |
| Exhibit C | Pricing and Payment Summary |

**Section 2 DEFINITIONS AND INTERPRETATION**

Capitalized terms used in this Agreement have the following meanings:

2.1. To the extent permitted by Chapter 119, Florida Statutes, "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as trade secret or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof clearly designated, labeled or marked as trade secret, as described in Section 13. Confidentiality. Confidential Information that is disclosed orally must be identified as confidential and trade secret at the time of disclosure and confirmed by Motorola by submitting a written document to Customer within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as trade secret, as described in Section 13.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the replacement equipment that Motorola provides to Customer under this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Infringement Claim" means a third party claim alleging that the equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.6. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.7. "Non-Motorola Software" means Software that another party owns.

2.8. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software

whether made by Motorola or another party.

2.10. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.11 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished.

2.12 "Specifications" means the functionality and performance requirements that are described in Exhibit B.

**Section 3 ACCEPTANCE**

Customer and Motorola accept these Service Terms and Conditions, and Customer agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

**Section 4 SCOPE OF SERVICES AND TERM**

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement or in a more detailed statement of work attached to this Agreement as Exhibit B and C. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.5. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

4.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.9. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for ten (10) years.

**Section 5 EXCLUDED SERVICES**

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUA Statement of Work also includes various exclusions and limitations on the services.

**Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7 CONTRACT PRICE, PAYMENT AND INVOICING**

7.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $485,399.64. The Contract Price includes the Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C, and Customer will make payments to Motorola in accordance with the Customer's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 PARTIAL CPI ADJUSTMENT. At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (http://www.bls.gov/ro5/cpimid.htm), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.

7.4 AUTHORIZATION TO PROCEED. By executing this Agreement, Customer authorizes Motorola to proceed with its contract performance, and Customer affirms that execution of this Agreement is the only Notice to Proceed Motorola will receive. Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola per the Pricing Summary of this Agreement.

7.5. TITLE, AND RISK OF LOSS. Title to Software will not pass to Customer at any time.

**Section 8 WARRANTIES**

8.1 SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date of performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2 MOTOROLA SOFTWARE WARRANTY. Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B.

8.3 WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.4 ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

**Section 9. DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

9.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

9.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

9.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

9.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in in Highlands County, State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in

Highlands County, Florida.

9.5. CONFIDENTIALITY. All communications pursuant to subsections 9.2 and 9.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

**SECTION 10 DEFAULT ANDTERMINATION**

10.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

10.2 FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 10.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola for services performed by Motorola prior to termination and the termination fee, if any, determined according to subsection 10.4 will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 TERMINATION BY CUSTOMER. Customer shall have the right to terminate this Agreement on each anniversary date by delivering a written notice of termination to Motorola not less than sixty (60) days prior to the anniversary date. In the event of termination of this Agreement by Customer, for any reason other than Motorola default, the Customer shall pay to Motorola the monthly payment required by this Agreement according to the schedule of monthly payments on the cover page of this Agreement through the date of termination, plus the amounts due, if any, pursuant to subsection 10.4 of this Agreement and pursuant to subsections 4.5 and 4.6 of Exhibit B of this Agreement.

10.4 UNEARNED DISCOUNTS. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, the Customer will pay to Motorola an early termination fee equal to the 10% discount applied to the last three (3) years of System Upgrade payments for the original Term. The value of the 10% discount is $4800.00 per year.

**SECTION 11 INDEMNIFICATION**

11.1 GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

11.2 PATENT AND COPYRIGHT INFRINGEMENT.

11.2.1 Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third- party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

11.2.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

11.2.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

11.2.4 This Section 11 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 11 are subject to and limited by the restrictions set forth in Section 12.

**Section 12 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 13 CONFIDENTIALITY**

13.1 Confidentiality Obligation. If Motorola submits documents or other information to the Customer pursuant to this Agreement, that such submission contains Confidential Information, Motorola must file with Customer a notice of trade secret as provided herein. Failure to do so constitutes a waiver of any claim by Motorola that the document or information is a trade secret.

A. Each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret."

B. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret."

C. In submitting a notice of trade secret to the Customer, Motorola must include an affidavit certifying under oath to the truth of the following statements concerning all documents or information that are claimed to be trade secrets:

   a. Motorola considers this information a trade secret that has value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.

   b. Motorola has taken measures to prevent the disclosure of the information to anyone other than those who have been selected to have access for limited purposes, and Motorola intends to continue to take such measures.

   c. The information is not, and has not been, reasonably obtainable without Motorola's consent by other persons by use of legitimate means.

   d. The information is not publicly available elsewhere.

If the Customer receives a public records request for a document or information that is marked and certified as a trade secret, the Customer shall promptly notify Motorola. The notice shall inform Motorola that it has thirty (30) days following receipt of the notice to file an action in circuit court seeking a determination whether the document in question contains trade secrets and an order barring public disclosure of the document. If Motorola files an action within thirty (30) days after receipt of notice of the public records request, the Customer may not release the documents pending the outcome of the legal action. The failure to file an action within thirty (30) days constitutes a waiver of any claim of confidentiality, and the Customer shall release the document as requested.

The Customer may disclose Confidential Information, together with the claim that it is a trade secret, to an officer or employee of the Customer or of another governmental agency whose use of the Confidential Information is within the scope of his or her employment.

13.2 Ownership and Retention. All Confidential Information provided by Motorola remains the property of Motorola and will not be copied or reproduced without the express written permission of Motorola, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Motorola's written request, Customer will return all Confidential Information to Motorola along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Customer may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Motorola warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## Section 14 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce,

distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 16 GENERAL**

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for franchise taxes, if any, and reporting and paying taxes on its income, profits or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment

or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Customer
Attn: Christopher Benson
Community Programs and Administrative
Project Manager
600 South Commerce Avenue
Sebring, FL 33870

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.6 (Motorola Software); Section 4.7 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price, Payment and Invoicing); Section 12 (Limitation of Liability); Section 13 (Confidentiality); Section 14 (Preservation of Motorola's Proprietary Rights); and Section 16 (General).

## Section 17. EMPLOYMENT ELIGIBILITY VERIFICATION

17.1 Definitions. As used in this Section.

(a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee:

i. Normally performs support work, such as indirect or overhead functions; and

ii Does not perform any substantial duties applicable to the Agreement.

(b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Motorola or another subcontractor.

(d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

17.2 Enrollment and verification requirements.

(a) Motorola is enrolled in E-Verify, its E-Verify number is 613000 and the authorization date is November 12, 2012. Motorola shall use E-Verify to initiate verification of employment eligibility of:

i. All new employees.

(A) Enrolled thirty (30) calendar days or more. Motorola shall initiate verification of employment eligibility of all new hires of Motorola, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Motorola shall initiate verification of employment eligibility of all new hires of Motorola who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

ii. Employees assigned to this Agreement. For each employee assigned to this Agreement, Motorola shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of award of this Agreement or within thirty (30) days after assignment to this Agreement, whichever date is later.

(b) Motorola shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of Motorola's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

17.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: http://www.uscis.gov.

17.4 Individuals previously verified. Motorola is not required by this Section to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Motorola through the E-Verify program.

17.5 Subcontracts. Motorola shall include, and shall require the inclusion of, the requirements of this Section, including this subsection (17.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

**Section 18. PUBLIC RECORDS COMPLIANCE**

If by providing services to Customer pursuant to this Agreement Motorola is a contractor, as defined by Section 119.0701, Florida Statutes, Motorola shall:

18.1 Keep and maintain public records required by the Customer to perform the services.

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

18.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Motorola does not transfer the records to the Customer.

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

**IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Gloria Rybinski**
**County Public Information Officer**
**Telephone Number: 863-402-6836**
**E-mail Address: grybinski@hcbcc.org**
**Mailing Address: 600 South Commerce Avenue**
**Sebring, FL 33870**

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

By: _____

Name: Matt Brenneman

Title: Regional Services Manager

Date: January 31, 2017

**Highlands County, a political subdivision of the State of Florida**
**By its Board of County Commissioners**

By: _____
Don Elwell, Chairman

ATTEST: _____
Robert W. Germaine, Clerk

Date: ~~2/20/2016~~ 2/15/2017
PS

**The Sheriff of Highlands County, Florida**

_____
Paul Blackman, in his official capacity as Sheriff of Highlands County, Florida

Date: 2/21/2017

MOTOROLA SOLUTIONS

# Exhibit A
# SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Highlands County ("Licensee"). For good and valuable consideration, the parties agree as follows:

## Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

## Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

## Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the

Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be

kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

**Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

**Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

**Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other

than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

**Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

**Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

**Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

**Section 12 NOTICES**

Notices are described in the Primary Agreement.

**Section 13 GENERAL**

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

MOTOROLA SOLUTIONS

# Exhibit B

## STATEMENT OF WORK

## ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

### 1.0 Description of Service and Obligations

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

1.10.1 Servers
1.10.2 PC Workstations
1.10.3 Routers
1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board- level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

1.11.1 GTR 8000 Base Stations
1.11.2 GCP 8000 Site Controllers
1.11.3 GCM 8000 Comparators
1.11.4 MCC 7500 Console Operator Positions
1.11.5 STR 3000 Base Stations
1.11.6 Quantar Base Stations
1.11.7 Centracom Gold Elite Console Operator Interface Electronics
1.11.8 Centracom Gold Elite Central Electronics Banks
1.11.9 Ambassador Electronics Banks
1.11.10 Motorola Gold Elite Gateways
1.11.11 ASTROTAC Comparators
1.11.12 PSC 9600 Site Controllers
1.11.13 PBX Switches for Telephone Interconnect
1.11.14 NFM/NFM XC/MOSCADRTU

1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

1.14.1 Review infrastructure system audit data as needed.
1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
1.14.5 Program management support required to perform the system upgrade.
1.14.6 Field installation labor required to perform the system upgrade.
1.14.7 Upgrade operations engineering labor required to perform the system upgrade.

1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

**2.0 Upgrade Elements and Corresponding Party Responsibilities**

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities
2.1.1.1 Obtain and review infrastructure system audit data as needed.
2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
2.1.1.5 Inform Customer of high speed internet connection requirements.
2.1.1.6 Assign program management support required to perform the system upgrade.
2.1.1.7 Assign field installation labor required to perform the system upgrade.
2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities
- 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities
- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

**3.0 Exclusions and Limitations**

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

**4.1 Special provisions**

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

MOTOROLA SOLUTIONS

**Appendix A – ASTRO 25 System Release Upgrade Paths**

| Release Date | Platform Release | Available Upgrade Paths | |
|---|---|---|---|
| Oct-05 | R7.0 | N/A | |
| Jun-06 | R7.1 | N/A | |
| Dec-06 | R7.2 | 7.7 | |
| Mar-07 | R7.1.1 | N/A | |
| Dec-07 | R7.4 | 7.7 | |
| Jun-08 | R7.5 | 7.7 | |
| Dec-08 | R7.6 | 7.7 | |
| Jun-09 | R7.7 | 7.9 | 7.11 |
| Jan-10 | R7.8 | 7.9 | |
| Dec-10 | R7.9 | 7.11 | 7.13 |
| Aug-11 | R7.11 | 7.13 | 7.14 |
| Mar-12 | R7.12 | N/A | |
| Nov-12 | R7.13 | 7.14 | 7.15 (planned) |
| Nov-13 | R7.14 | 7.15 (planned) | 7.16 (planned) |
| Nov-14 | R7.15 (planned) | 7.16 (planned) | 7.17 (planned) |

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

**Appendix B - System Pricing Configuration**

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

| Core | |
|---|---|
| Master Site Configuration | M3 |
| Zones in Operation (Including DSR and Dark Master Sites) | 0 |
| Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR | 0 |
| RF System | |
| Voice RF Sites & RF Simulcast Sites (including Prime Sites) | 6 |
| Repeaters/Stations (FDMA) | 40 |
| Repeaters/Stations (TDMA) | 0 |
| HPD RF Sites | 0 |
| HPD Stations | 0 |
| Dispatch Console System | |
| Dispatch Sites | 1 |
| Gold Elite Operator Positions | 0 |
| MCC 7500 Operator Positions (GPIOM) | 0 |
| MCC 7500 Operator Positions (VPM) | 9 |
| Conventional Channel Gateways (CCGW) | 2 |
| Conventional Site Controllers (GCP 8000 Controller) | 1 |
| Logging System | |
| Number of AIS Servers | 0 |
| Number of Voice Logging Recorder | 0 |
| Number of Logging Replay Clients | 0 |
| Network Management and MOSCAD NFM | |
| Network Management Clients | 0 |
| MOSCAD NFM Systems | 0 |
| MOSCAD NFM RTUs | 0 |
| MOSCAD NFM Clients | 0 |
| Fire Station Alerting (FSA) | |
| FSA Systems | 0 |
| FSA RTUs | 0 |
| FSA Clients | 0 |
| Fire Station Alerting (FSA) | |
| Voice Subscribers non-APX | 0 |
| Voice Subscribers APX | 0 |
| HPD Subscribers | 0 |
| Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown) | |
| Workstations - High Performance | 0 |
| Workstations - Mid Performance | 9 |
| Servers - High Performance | 0 |
| Servers - Mid Performance | 0 |
| LAN Switch - High Performance | 0 |
| LAN Switch - Mid Performance | 11 |
| Routers | 10 |

**Appendix C – Security Update Service (SUS) Statement of Work**

a. The customer has chosen not to purchase Security Update Service.

**Appendix D – High-Speed Connectivity Specifications**

**Connectivity Requirements**

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

# Exhibit C

Highlands County SUAII

SUAII - 10 Year Commitment

| HIGHLANDS COUNTY, FL | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Customer Name: Highlands County, FL | Start | 10/1/2016 | 10/1/2017 | 10/1/2018 | 10/1/2019 | 10/1/2020 | 10/1/2021 | 10/1/2022 | 10/1/2023 | 10/1/2024 | 10/1/2025 |
| Date of Quote: 10/17/2016 | End | 9/30/2017 | 9/30/2018 | 9/30/2019 | 9/30/2020 | 9/30/2021 | 9/30/2022 | 9/30/2023 | 9/30/2024 | 9/30/2025 | 9/30/2026 |
| System Upgrade Agreement II (SUA II) | with 10 yr contract | 48,300 | 48,300 | 48,400 | 48,400 | 48,500 | 48,600 | 48,600 | 48,700 | 48,800 | 48,800 |

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

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

**SUBJECT/TITLE:** **Request approval of revisions to the attached job descriptions to more accurately reflect the needs of the division and the duties and responsibilities of the position.**

---

## STATEMENT OF ISSUE

The following revisions are being requested to Board approved positions and their respective job descriptions to better reflect the needs of the divisions and the duties and responsibilities of the Highlands County Fire Rescue. Approval to change both Part time Firefighter/Paramedic and Part time Firefighter/EMT minimum qualifications to maintain a current Florida Firefighter 1 certification and obtain Firefighter 2 certification within one (1) year as highlighted on the attached.

## RECOMMENDED ACTION

**Move to approve the revisions to the attached job descriptions to more accurately reflect the needs of the division and the duties and responsibilities of the position.**

## FISCAL IMPACT

No fiscal impact.

Attachments: PART-TIME FIREFIGHTER-PARAMEDIC (0014).pdf
PART-TIME FIREFIGHTER-EMT (0012).pdf

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐ _____

## POSITION INFORMATION

| | | | |
|---|---|---|---|
| **Job Title**: Parttime Firefighter/Paramedic | **Position Type** Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒ | | |
| **Job Code:** 0014 | **Division**: Fire/Rescue | **Department:** Public Safety | **Cost Center:** 3217/5105 |
| **Included/Exempt:** Included | **Pay Grade**: 114 | **Pay Band:** $53,237.89 to $79,856.83 | **FTE**: 1.0 |
| **EMPLOYEE:** | **Type of Transaction**: | | |
| | **Special Risk**: Yes ☒ No ☐ | **Overtime**: Yes ☐ No ☒ | |

1. This position reports directly to: Job Title Lieutenant Job Code _____ Pay Grade 305/306

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A professional position responsible for knowing and maintaining essential firefighting skills in the prevention and extinguishment of fires, protecting and saving life and property, knowledge and enforcement of County and State fire prevention codes, laws pertaining to the prevention and control of fires, mastery of paramedic and ACLS skills, maintaining required State licensure, performance of pre-hospital and inter-facility basic and advanced life support skills, providing pre-hospital life support and firefighting functions, other emergency services, and the operation of fire rescue and ambulance vehicles.

**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.

- Responds to fire and EMS calls with a fire company and performs fire suppression, EMS, and rescue duties as assigned or assumed.
- Rescues and removes persons from danger.
- Operates various pieces of fire and EMS apparatus and equipment to deliver advanced life support skills and extinguish fires.
- Ventilates burning buildings to eject smoke, heat, and gases as directed.
- Performs salvage and overhaul operations at fire scenes as directed.
- Performs cleaning and maintenance tasks on department buildings and equipment.
- Performs prevention and education activated as directed, to include fire hydrant maintenance if necessary.
- Performs annual testing and inspection of fire hose.
- Attends training in subjects pertinent to EMS, (ALS), firefighting, fire inspections, equipment operation, emergency medical treatment, and other related areas.
- Promotes and conducts public education programs as directed.
- Makes periodic visits to buildings to conduct pre-fire planning.
- Provides Basic and advanced Life Support care (in compliance with Chapter 401, Florida Statutes and Chapter 10D-66, Florida Administrative Code) according to the established County EMS Protocol Manual, applicable policies, and standing orders, to persons in need of medical attention.
- Administers pre-hospital and inter-facility emergency care and medical services authorized within the scope of training. Assists their partner in providing ALS care as assigned. Handles emergency and non-emergency patient transfers as assigned, including both in-county and out-of-county.
- Performs all firefighting, training and inspection duties
- Completes necessary written reports, including patient & fire reports, patient bills, and daily team and unit reports in a timely, accurate fashion.
- Cleans and maintains apparatus and equipment on a daily basis, maintains required inventory, supplies, and equipment. Keeps assigned station clean.
- Maintains a professional and safe 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.
- Works productively with all personnel throughout the chain of command.

**Knowledge, Skills, and Abilities**:

- Knowledge and skill in the use of firefighting techniques, policies, procedures, and practices.
- Knowledge of cardiopulmonary resuscitation, the use of basic and advanced life support and life sustaining practices and equipment.
- Knowledge of safety and comfort measures and methods in the handling and treatment of patients.
* Knowledge of all basic and advanced Firefighting skills
- Knowledge and skill in defensive driving methods.
- Ability to become familiar with the roadway/highway systems within Highlands County.
- Knowledge of Florida safety requirements and privileges when responding to non-emergency and emergency situations.
- Ability to continually learn and update techniques and procedures in firefighting and emergency medical care.
- Knowledge of Florida traffic and driving regulations.
- Ability to communicate effectively both orally and in writing.
- Ability to make sound judgments.
- Ability to work as part of a team.
- Ability to adhere to physician instructions, protocols and standing orders.
- Ability to climb and skill to perform minor maintenance on an apparatus.
- Must have legible handwriting.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

**Physical Skills**:

This work requires the regular exertion of up to 10 pounds of force and frequent exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires standing, sitting, using hands to finger, handle or feel, lifting independently in excess of 125 pounds (or combined weight of 250 pounds) and repetitive motions and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting and occasionally requires tasting or smelling and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length

## 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 equivalence diploma. Maintain a current Florida Paramedic certification, Florida firefighter 2 certification with in one year, ACLS & B.L.S./C.P.R. certification. Certification of completion of a Florida approved E.V.O.C.16 hr. defensive driving course. Must be approved by the E.M.S. Medical director to practice as a Paramedic. No comparable amount of training or experience may be substituted for the minimum qualifications.

**Licenses, Certifications, or Registrations**:

Must possess a valid Florida Driver License. Valid Florida Paramedic Certification. Florida firefighter 2 certification within one year, ACLS and BLS CPR certification.

**Other job related requirements**:

Disaster Essential.

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

12 hour day and/or night shifts and 24 hour shifts are standard, however shifts may vary.

*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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |
|---|---|---|

**Internal Use Only**:

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

| Approval of Human Resources: | Title: Human Resources Manager | Date: |
|---|---|---|

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# JOB DESCRIPTION

REGULAR ☐ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☒ _____

## POSITION INFORMATION

| | | | |
|---|---|---|---|
| **Job Title**: Parttime Firefighter/EMT | **Position Type** Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒ | | |
| **Job Code:** 0012 | **Division**: Fire Rescue | **Department:** Public Safety | **Cost Center:** 3217/5105 |
| **Included/Exempt:** Included | **Pay Grade**: 110 | **Pay Band:** $42,169.39 to $63,254.09 | **FTE**: 1.0 |
| **EMPLOYEE:** | **Type of Transaction**: | | |
| | **Special Risk**: Yes ☒ No ☐ | **Overtime**: Yes ☐ No ☒ | |

1. This position reports directly to: Job Title Lieutenant Job Code _____ Pay Grade 305/306

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## POSITION DUTIES & RESPONSIBILITIES

**General Description**:

A professional position responsible for preventing and extinguishing fires, protecting and saving life and property, the enforcement of County and State fire prevention codes and any laws pertaining to the prevention and control of fires, for rendering pre-hospital emergency response, basic life support, emergency care, community paramedicine, inter-facility transportation and rescue services including the operation of fire trucks and ambulances.

**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.

- Responds to fire and EMS calls with a fire company and performs fire suppression, EMS, and rescue related duties as assigned or assumed.
- Rescues and removes persons from danger.
- Operates various pieces of fire apparatus and equipment to extinguish fires.
- Ventilates burning buildings to eject smoke, heat, and gases.
- Performs salvage and overhaul operations at fire scenes.
- Performs cleaning and maintenance tasks on department buildings and equipment.
- Performs fire hydrant maintenance
- Performs annual testing and inspection of fire hose.
- Attends trainings pertinent to firefighting, fire inspections, equipment operation, emergency medical treatment, and other related areas.
- Promotes and conducts public education programs as directed.
- Makes periodic visits to building to conduct pre-fire planning.
- Provides Basic Life Support care (in compliance with Chapter 401, Florida Statutes and Chapter 10D-66, Florida Administrative Code) to those in need according to the established County EMS Protocol Manual, applicable policies and standing orders.
- Administers pre-hospital emergency medical and fire services authorized within the scope of practice and training.
- Assists paramedics in providing Advanced Life Support care as assigned.
- Handles emergency and non-emergency patient transfers as assigned, including both in-county and out-of-county.
- Performs necessary firefighting and inspection duties.
- Completes necessary written reports, including patient & fire reports, patient bills, and daily team and unit reports in a timely, accurate fashion.
- Cleans and maintains apparatus and equipment on a daily basis, including maintaining required inventory supplies, and equipment. Keeps assigned station clean.
- Maintains a professional and safe 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.
- Works productively with all personnel throughout the chain of command.

**Knowledge, Skills, and Abilities**:

• Knowledge of cardiopulmonary resuscitation, the use of basic and advanced life support skills, and life sustaining equipment and practices.
• Knowledge of safety and comfort measures and methods in the handling and treatment of patients.
* Knowledge of all basic and advanced Firefighting skills
• Knowledge and skill in defensive driving methods.
• Ability to become familiar with the roadway/highway systems within Highlands County.
• Knowledge of Florida safety requirements and privileges when responding to non-emergency and emergency situations.
• Knowledge of Florida traffic and driving regulations.
• Ability to communicate effectively both orally and in writing.
• Ability to make sound judgments.
• Ability to work as part of a team.
• Ability to adhere to physician instructions, protocols and standing orders.
• Ability to continually learn and update techniques and procedures in firefighting and emergency medical care.
• Ability to understand and carry out oral and written instructions.
• Ability to climb and skill to perform minor maintenance on an apparatus.
• Must have legible handwriting.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

**Physical Skills**:

This work requires the regular exertion of up to 10 pounds of force and frequent exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires standing, sitting, using hands to finger, handle or feel, lifting independently in excess of 125 pounds (or combined weight of 250 pounds) and repetitive motions and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting and occasionally requires tasting or smelling and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length

## 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 equivalence diploma. Maintain a current Florida EMT certification, Florida firefighter 2 certification within one year, B.L.S./C.P.R. certification. Certification of completion of a Florida approved E.V.O.C.16 hr. defensive driving course. Must be approved by the E.M.S. Medical director to practice as an Emergency Medical Technician. No comparable amount of training or experience may be substituted for the minimum qualifications.

**Licenses, Certifications, or Registrations**:

Must possess a valid Florida Driver License. Valid Florida EMT Certification. Florida firefighter 2 certification within one year. BLS CPR certification required.

**Other job related requirements**:

Disaster Essential.

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

12 hour day and/or night shifts and 24 hour shifts are standard, however shifts may vary.

*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 ☐<br><br>Supervisor/Director Signature: | Title: | Date: |

**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: Feb 21, 2023**

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

**SUBJECT/TITLE:** **Request adoption of Ordinance 22-23-15 amending county park definition.**

---

## STATEMENT OF ISSUE

An Ordinance of the Board of County Commissioners of Highlands County, Florida, amending the Highlands County Code of Ordinances, Chapter 7, offenses and miscellaneous provisions; providing for legislative findings and intent; providing for Amendments to Chapter 7, offenses and miscellaneous provisions, Article 1, in general, Section 7-4, County Parks; providing for the implementation of administrative actions; providing for codification and scrivener's errors; providing for conflicts; providing for severability; and providing and effective date.

## RECOMMENDED ACTION

**Move to adopt Ordinance 22-23-15 amending county park definition.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance Chapter 7 - amending county park definition.SGS_22.23.15.pdf
County Park Affidavit_Tear Sheet.pdf

**ORDINANCE NO. 22-23-15**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 7, OFFENSES AND MISCELLANEOUS PROVISIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 7, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE 1, IN GENERAL, SECTION 7-4, COUNTY PARKS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

**WHEREAS,** from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

**WHEREAS,** the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend its regulations as set forth in this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA.**

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. AMENDING CHAPTER 7, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE 1, IN GENERAL, SECTION 7-4, COUNTY PARKS.** Highlands County Code of Ordinances, Chapter 7, Offenses and Miscellaneous Provisions, Article 1, In General, Section 7-4, County Parks, is hereby amended as follows:

**Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.**

(a) *Definitions*. For purposes of this section, the following definitions shall apply:

***

*County park*: Land owned, leased or maintained by Highlands County or a municipal service benefit unit created by Highlands County pursuant to Florida Statutes, Section 125.01(1)(q), which has been designated as a public ~~county~~ park by either the Board of County Commissioners of Highlands County, ~~Florida~~, or by the Board of County Commissioners of Highlands County in its capacity as the governing body of any such municipal service benefit unit, as applicable.

***

(j) No person or entity shall smoke or use cigarettes or vape or use vaping products as defined by Florida Statutes, Chapter 386, in a County park.

~~(j)~~(k) *Hours of use.* Unless other hours of use are posted, no person other than park personnel and law enforcement personnel shall be in any county park before sunrise or after sunset of any calendar day except for the purpose of launching or trailering a vessel. When hours of use are posted, no person other than park personnel and law enforcement personnel shall be in that county park except during the posted hours of use unless that person has a valid camping or vessel launching registration issued by the county engineer or his designee

~~(k)~~(l) *Lake Denton Beach.* No motor vehicle shall be permitted except while loading or unloading boats on the premises described as Lake Denton Beach, more particularly described as:

A 40-foot right-of-way lying south of Lots 14 and 15, Block 8, and north of Tract 23, Warren and Monday Subdivision, recorded in PB 1, page 10, in Section 2, Township 34 South, Range 28 East, Highlands County, Florida.

~~(l)~~(m) *Penalty.* 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.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 4. SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 7, Offenses and Miscellaneous Provisions, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5. SEVERABILITY.** The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

**SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.**

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

**SECTION 7. CONFLICT.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon filing with the Department of State.

**DONE AND ADOPTED** this _____ day of February 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Chris Campbell, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

# AFFIDAVIT OF PUBLICATION

**HIGHLANDS NEWS-SUN**
**Published Daily**
**SEBRING, HIGHLANDS COUNTY, FLORIDA**

**Case No. NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 22-23-15**

**STATE OF FLORIDA,**
**COUNTY OF HIGHLANDS**

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

FEBRUARY 10, 2022

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 14th day of February, 2023 by Janet Emerson, who is personally known to me.

Nancy Y. Whirley Customer Service Supervisor, Notary Number HH293555
Notary expires: July 26, 2026

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

COURTESY PHOTO

**Lt. Tyrone Tyson of the Highlands County Sheriff's Office Community Oriented Policing Services to Achieve Diversity and Public Trust (COPS ADAPT) Unit speaks November 2021 at an event on boys becoming adults. When a work or relationship crisis hits, a man may reach out for help or lash out at others. Tyson said COPS ADAPT seeks to help train youth to seek positive solutions.**

## TYSON
FROM PAGE 1A

"If you don't have hope, you don't see a future, then how can you have empathy and sympathy?" Tyson said. "All of us deal with [traumas]. Some of us cope with it in ways that are not so devastating. Hope is everything. With all the violence, especially recent gun violence, our children — our youth — don't have hope."

That changes after showing youth the big world they can explore, Tyson said.

It's something he and his wife, Becky — head of Human Resources at the Sheriff's Office — have done through local churches, whether they feed the homeless, build up confidence and character in the youth, or organize kickball tournaments and other family events.

"Our passion is to help," Tyson said.

That's the reason for the COPS Unit, Tyson said: To break down barriers, get into the community and rebuild broken relationships.

## SANCHEZ
FROM PAGE 1A

This is the second case of alleged possession of images of bestiality this year, both of which have been in Avon Park.

HCSO's Special Victims Unit (SVU) was tipped off by the National Center for Missing & Exploited Children and Internet Crimes Against Children in April regarding Flores-Sanchez and child pornography.

During the investigation, detectives traced the pornographic images to Flores-Sanchez's residence in Avon Park. According to the arrest report, the defendant technically lives in a home with six roommates in Lakeland but returns to Wolf Street for visits. The report also shows Flores-Sanchez has attended a flight academy in Lakeland.

A search warrant of the defendant's cell phone showed multiple photos and videos of minors who ranged in age from an "infant" to "obviously a toddler" to juveniles. A detective noted he has seen one of the videos previously in other investigations involving ICAC.

Some of Flores-Sanchez's charges were enhanced by one degree because he allegedly "possessed more than 10 items of child pornography."

According to HCSO, more electronics are being searched and more charges could be added later.

## MEMBER
FROM PAGE 1A

aid.

He arrived to the European Parliament to rapturous applause, cheering and hoots from legislators, insisting in his plenary speech that Ukraine's fight against Russia was one fought for the freedom of Europe as a whole.

"A Ukraine that is winning is going to be member of the European Union," Zelenskyy said to applause, building his address around the common destiny that Ukraine and the 27-nation bloc face in confronting Russia head-on.

"Europe will always be, and remain Europe as long as we ... take care of the European way of life," he said.

Zelenskyy added that Russia wants to destroy the European way of life, but "we will not allow that."

He held up an EU flag after his address and the entire legislature stood in somber silence as the Ukrainian national anthem and the European anthem "Ode to Joy" were played one after the other.

Zelenskyy then headed to the urn-shaped Europa building, where the 27 EU leaders were meeting in a summit, to push those same points.

Before Zelenskyy spoke, European Parliament President Roberta Metsola said allies should consider "quickly, as a next step, providing long-range systems" and fighter jets to Ukraine. Metsola said the response to Russian President Vladimir Putin's war against Ukraine "must be proportional to the threat, and the threat is existential."

Metsola also told him that "we have your back. We were with you then, we are with you now, we will be with you for as long as it takes."

## COUNTY
FROM PAGE 1A

the Disadvantaged (TD) program.

The TD program serves seniors, individuals with disabilities, low income people, children at risk and others who need transportation assistance and cannot obtain it on their own. In Highlands County, it is especially difficult to access transportation because there is no public transit here.

In order of priority and based on available space, individuals can schedule door-to-door trips to medical appointments, grocery stores and meal sites, jobs and job training programs, educational institutions and day care sites, and for other life-sustaining activities.

In a written statement to the Highlands County Legislative Delegation, County Commissioner Don Elwell said that "over the past three years, the Transportation Disadvantaged Program has seen a decrease in State funding of about $15,000,000 or a 14% overall decrease." He called for "dramatically increased State funding to meet the demand for services for an aging population and for many other citizens needing transportation alternatives."

Elwell was the Highlands County representative on the Local Coordinating Board, which oversees the TD program locally, from 2013 to 2020, and he served as a commissioner on the State Commission for the Transportation Disadvantaged during 2022.

At the meeting, members of the non-profit organization Red Cane Low Vision Support Group also expressed their support for increased funding for the TD program. Michael Brady, Barbara Blechinger, and James Umbel are Sebring seniors who utilize the program for trips to medical appointments and to monthly support group meetings.

They have been using the service for many years. They reported experiencing some difficulty recently with scheduling trips on the dates and at the times they needed to travel. Sometimes, only trips to medical appointments can be scheduled due to lack of sufficient funds to pay for other trips.

The Florida Commission for the Transportation Disadvantaged, which is housed within the Florida Department of Transportation, funds the program in all 67 counties out of Transportation Disadvantaged Trust Fund dollars. Counties provide a 10% match.

The amount of funding is based on population, miles of roadway, performance, and historic funding levels.

The Commission awards the funds for this service area, which includes Highlands, DeSoto, Hardee and Okeechobee counties and the urbanized areas of Avon Park and Sebring, to a designated Community Transportation Coordinator which is MTM Transit. MTM Transit contracts with local carriers who provide door-to-door paratransit services.

Cutbacks in Transportation Disadvantaged Trust Fund dollars have had a devastating impact on the TD program in this service area. Funding for all four counties has decreased 31% over the past five years, from a high of $1,582,000 in Fiscal Year 2018/1919 to a low of $1,096,000 in FY 2022/23. Funding for Highlands County has decreased 24% from a high of $652,600 in FY 2018/19 to a low of $494,800 in FY 2022/23.

While the Commission on the Transportation Disadvantaged is the primary state agency funding the TD program, there are other state agencies that provide social services that have sponsored TD trips in the past. But they too have cut back on funding these trips. According to a statement in the Heartland Regional Transportation Planning Organization's Transportation Disadvantaged Service Plan, TD dollars are increasingly viewed by social service agencies as "dollars to supplant TD services rather than to expand them."

"Fortunately, each year we are able to apply for and receive several grants from the Federal Transit Administration," HRTPO staff director Marybeth Soderstrom said.

Federal grants have given MTM Transit more resources with which to serve those living in rural parts of this service area. However, only one Federal grant serves those living in the urbanized area of Sebring and Avon Park, and the amount of that grant is substantially smaller than the rural grants. That concerns both Soderstrom and MTM Transit General Manager Kelly Brooks, because the demand for trips in the urbanized area of Highlands County is growing.

Even with Federal funding, the number of passenger trips in this service area has declined. From a high of 72,200 and 74,500 passenger trips in 2018 and 2019 respectively, the number plummeted to 62,400 in 2022.

Not everyone attributes the decline in passenger trips entirely to a lack of funding.

County Commissioner Arlene Tuck, who is Representative Tuck's grandmother, has represented Highlands County on the Local Coordinating Board since 2020, when she took Commissioner Elwell's place, and she is chair of the Board this year. She said the program needs to be publicized more.

"We do the best we can with limited resources," Soderstrom said. "Both HRTPO and MTM Transit have websites. Social service agencies distribute our brochures. We publicize our meetings in local media outlets.

"Increased publicity without increased resources could lead to a substantial increase in the number of unmet trip requests," she added.

For more information, contact MTM Transit at 800-260-0139.


**NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 22-23-15**

**NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:**

**NOTICE** is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to for the purpose of considering enactment of the following ordinance on **February 21, 2023,** at **9:00 a.m.** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 7, OFFENSES AND MISCELLANEOUS PROVISIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 7, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE 1, IN GENERAL, SECTION 7-4, COUNTY PARKS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: **hrmanager@hcbcc.org.**. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Chris Campbell, Chairman

adno=00116823

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-612SS, for an approximate 0.60-acre parcel, from Agriculture (AG) to Commercial (C)** |

---

## STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 0.60-acre parcel to change the Future Land Use Map from Agriculture (AG) to Commercial (C). The parcel is vacant of structures and vegetation. The Applicant is proposing to utilize the property for approximately 1,200 square feet of commercial development.

There is a companion request for a zoning change from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), with the Conditional Use being a lawn care operation and storage of lawn care equipment for the business.

The Planning and Zoning Commission recommended approval of CPA-23-612SS as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Ordinance 22-23-16, CPA-23-612SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.60 acres from Agriculture (AG) to Commercial (C), and transmit CPA-23-612SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-612SS for BCC Bacon.pdf
Application CPA-23-612SS Bacon.pdf
Ordinance CPA-23-612SS Bacon.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Small Scale Comprehensive Plan Amendment | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** CPA-23-612SS | **Case Name:** Bacon Lawn Care FLU Amendment |
| **Agent:** N/A | **Property Owners:** Daniel G. Bacon Jr. |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Change the Future Land Use Map (FLUM) for an approximate 0.60-acre parcel from Agriculture (AG) to Commercial (C).

General Location: An approximate 0.60-acre parcel located in the Orange Blossom Estates Unit 1 subdivision, at the northeast intersection of SR 66 and Burkett Avenue, approximately 3.05 miles west of US 27 N, 1.24 miles west of Sparta Road, and 1 mile east of Payne Road; the address being 7218 Burkett Avenue, Sebring, Florida.

PARCEL ID: C-24-35-28-010-0000-0690

**Staff Recommendation:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-16, CPA-23-612SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.60 acres from Agriculture (AG) to Commercial (C), and transmit CPA-23-612SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-612SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.60 acres from Agriculture (AG) to Commercial (C), and transmit CPA-23-612SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the January 10, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-23-612SS – DANIEL G. BACON JR** An approximate 0.60-acre parcel located in the Orange Blossom Estates subdivision, on the northeast corner of the intersection of SR 66 and

Burkett Avenue, approximately 3.28 miles west of US 27 N, 1.28 miles west of Sparta Road, and 0.98 miles east of Payne Road; the address being 7218 Burkett Avenue, Sebring; and legally described as follows: Lots 69 through 73, Orange Blossom Estates, Unit 1, according to the Plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to change the future land use map designation from Agriculture (AG) to Commercial (C). Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Roberts and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-612SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.60 acres from Agriculture (AG) to Commercial (C), and transmit CPA-23-612SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 0.60-acre parcel from AG to C.

The parcel is vacant of structures and vegetation. The Applicant is proposing to utilize the property for approximately 1,200 square feet of commercial development.

There is a companion request for a zoning change from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), with the Conditional Use being a lawn care operation and storage of lawn care equipment for the business.

**2. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Vacant | AG | B-2 |
| Adjacent Property to the North | Vacant | AG | Residential District (R-1) |

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Adjacent Property to the South | SR 66/Plant Nursery | AG | Agricultural District (AU) |
| Adjacent Property to the East | Mobile Home | Medium Density Residential (RM) | Mobile Home Subdivision District (M-1) |
| Adjacent Property to the West | Burkett Ave/Vacant | AG | B-2 |

**3. Applicable References:**

**Planning…**§163.3194(1)(a) – (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.7, Commercial (C).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.242: Business District (B-3); and Section 12.05.292: Conditional Use (CU).

**4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:**

**Future Land Use Element**

**Objective 1: Growth Management Strategy:**

**Policy 1.1, General Growth Management Strategy:**

*A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*

*A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;*

*B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:*

*1. Opportunities for infill or redevelopment, where such opportunities exist;*

*E.3. Implementation of Land Development Regulations which are consistent with the policies of this Comprehensive Plan;*

*E.5. Protection of natural resources against the impacts of development through the establishment of environmental clearance procedures, mitigation procedures, and development standards;*

*E.7. Protection and maintenance of the natural and man-made environment and resources in a manner protective of the water supply*

**Objective 4: Land Development Regulations and Project Reviews.**

**Policy 4.1: Prerequisite for Commercial and Industrial Development.**

*A. Upon adoption, final development orders for commercial or industrial projects shall require the provision of a central wastewater system, a potable water supply, and solid/hazardous waste containment facilities at the site. Such installations shall be operable and shall have obtained required permits prior to the issuance of the County's Certificate of Occupancy for the project.*

**Policy 4.4: Buffering Standards**

*A. New commercial and industrial development to provide buffering from adjacent residential and other lower intensity land uses (such as public parks and agricultural enterprises, etc.).*

**Infrastructure Element**

**Objective 1: On-Site Sewage Treatment and Disposal Systems**

**Policy 1.2: Development Standards for Septic Systems**

*The County's Land Development Regulations shall, at a minimum, incorporate Chapter 64 E-6 (F.A.C.) standards governing the design and installation of septic systems.*

*A. Design engineering standards shall include minimum performance specifications for the placement of septic systems in unsuitable soils and in soils prone to seasonal flooding for determining the size, design, and location of drain fields.*

*B. Installation standards shall include minimum specifications for the placement of on-site wastewater disposal systems above seasonal high water and for minimum setback restrictions from potable wells, natural water bodies, and protected environmental resources.*

**Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:**

**Policy 6.5, Mandatory Connection to Central Water System:**

*C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.*

**Department Comments and Analysis of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

**Natural Resources:** Prior to clearing owner should be required to conduct an [Simplified Environmental Clearance Report (SECR)] to make sure the property is not part of a seepage slope. Besides protecting a possible resource this could protect the owner.

**Florida Department of Health:** No objection.

**2. The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

**3. The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

**4. Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 95 feet.
2. **Soils:** Basinger, St. Johns and Placid soils: Poorly drained with a high runoff Depth to the water table is 6-12 inches. This soil is nearly level to moderately sloping, approximately 2% (USDA Soil Survey – Highlands County).
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

**B. Land Use Analysis:**

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vesting Rights:** The property is located in an area covered by Vesting Orders 91-002 and 91-003, vesting certain residential uses and are not applicable to this request.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of AG.
4. **Proposed FLUM Designation:** The proposed FLUM designation is C.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The site is approximately 0.6 acres and would not currently carry a potential population yield as it does not meet minimum parcel area requirements.
6. **Proposed FLUM Intensity:** The proposed FLUM for Commercial allows a maximum of 0.70 FAR for office and 0.80 for other commercial uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a lawn care operation.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Seep. 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. The property received Environmental Clearance on September 16, 2021. Furthermore, the development should be required to obtain an Environmental Resource Permit through the Southwest Florida Water Management District.
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 (EL 93.87), for areas located within the Special Flood Hazard Areas, and Zone X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0237C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site (well) potable water system that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Burkett Avenue and also fronts SR 66.
5. **Railroad Access:** There is no railroad access adjacent to this property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F. Schools:** The permitted uses within the Commercial Future Land Use designation are commercial/office in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

**G. Airports:** The subject property is located approximately 7.8 miles southwest of the Sebring Regional Airport, and approximately 12.7 miles southeast of the Avon Park Executive Airport.

**H. Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with a mix of commercial, residential and agricultural uses, and just west of the City of Sebring. The site access will be directly off Burkett Avenue and fronts SR 66. There are plant nurseries across from this property on the south side of SR 66. The proposed use as a lawn care business will not adversely impact the natural resources or ecosystems. The conditional use for equipment storage should be mitigated to ensure no adverse effects. All required permits from appropriate agencies will need to be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* Water and wastewater services are not currently available to this site. The proposed development will be

using on-site potable water and sewer and shall be required to connect to the county's system when available. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* Property along Burkett Avenue is mostly vacant residential land, that when developed can eventually promote a walkable residential community. The property is located at the intersection of Burkett Avenue and a major arterial, SR 66. Similar development patterns, zoning and land use designations exist southeast of this property along SR 66.

(4) *Promotes conservation of water and energy:* Although this property will not be connected to the central water and sewer system, the proposed development will be similar to the development pattern along SR 66.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* The existing site is not being used for agriculture or silviculture. It is vacant and cleared of native vegetation.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* This site is currently vacant. Development of the proposed site will not significantly impact large areas of open space and natural lands.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is a lawn service adjacent to a major arterial. Similar zoning and land uses exist along SR 66. Similar limited business (B-2) zoning exists along SR 66 adjacent to this property.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

**Historical and Archaeological Clearance:** The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-612SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.60 acres from Agriculture (AG) to Commercial (C), and transmit CPA-23-612SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

Attachments:
Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

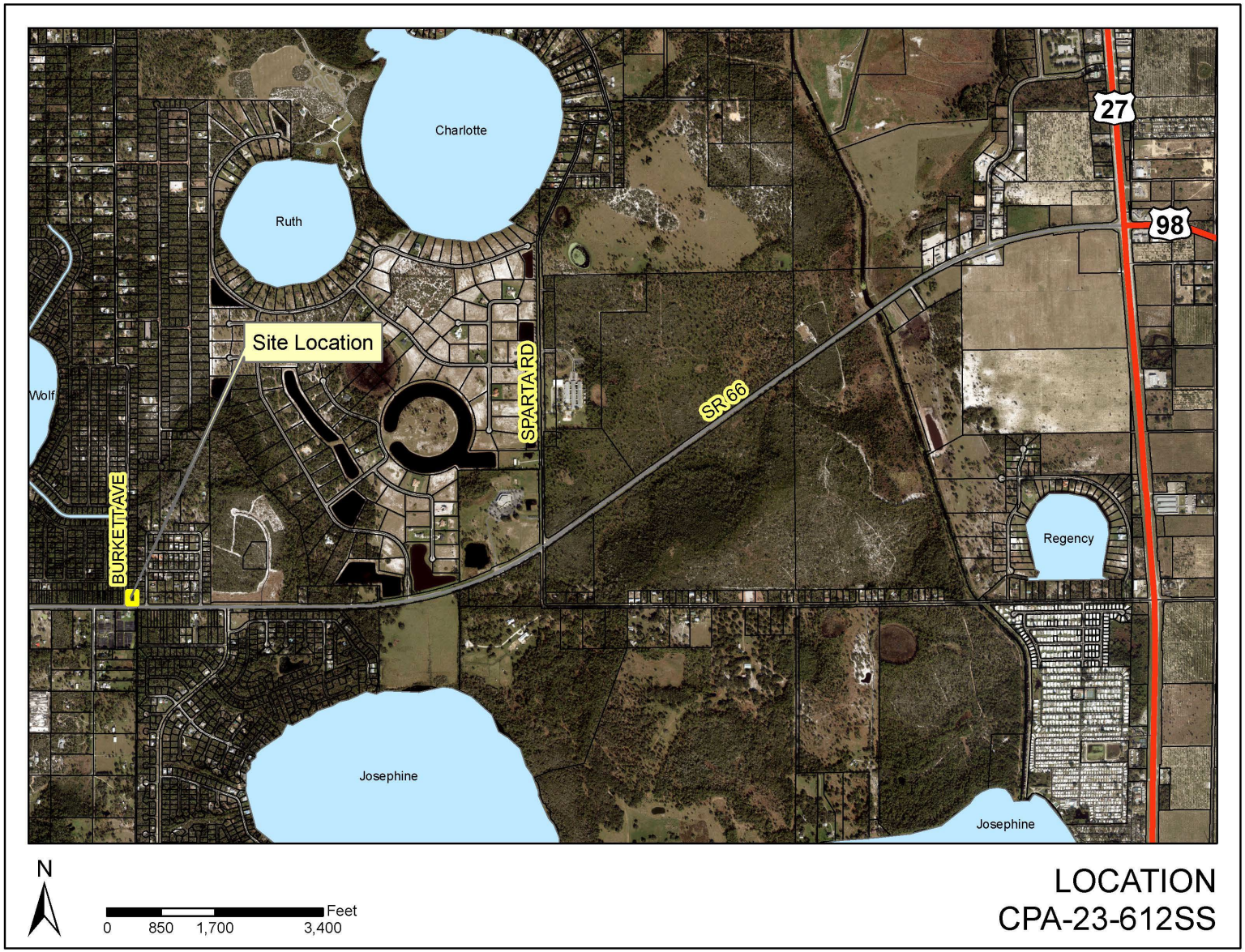

Charlotte
Ruth
Site Location
Wolf
SPARTA RD
SR 66
BURKETT AVE
27
98
Regency
Josephine
Josephine
N
Feet
0
850
1,700
3,400
LOCATION
CPA-23-612SS

Exhibit 2:

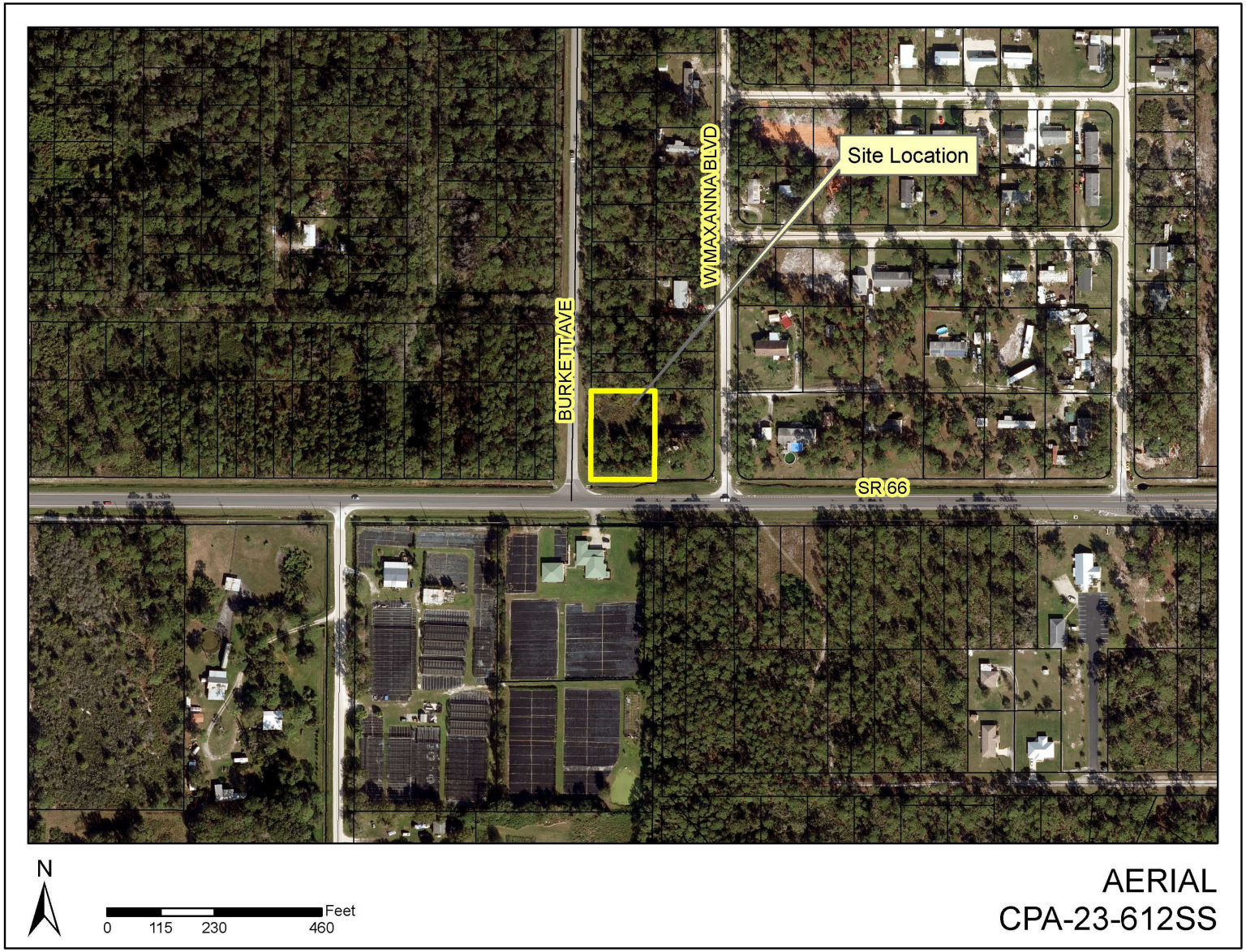

Site Location
W MAXANNA BLVD
BURKETT AVE
SR 66
N
0
115
230
460
Feet
AERIAL
CPA-23-612SS

Exhibit 3:

Site Location
W.MAXANNA BLVD
BURKETT AVE
SR 66
N
0 115 230 460 Feet
FUTURE LAND USE
CPA-23-612SS

Exhibit 4:

Site Location
W MAXANNA BLVD
BURKETT AVE
SR 66
AG
RM
C
N
0
115
230
460
Feet
PROPOSED FUTURE LAND USE
CPA-23-612SS

**Highlands County, Florida**
**Comprehensive Plan Amendment Application**

❑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
❑ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: C

**Note:** Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

.....

**STAFF USE ONLY:**

**Case Number: CPA-** 23 - 612 (SS)/LS **Date of Application:** 11-15-2022

project #2211011
Receipt # 400 00000 262

**Amount of Fee: $** 1500.00 **Tax Map No.:** 50-D

**Hearing Dates: P&Z** 1 / 10 / 23 **BOCC** 2 / 21 / 23

.....

**This application has been reviewed for completeness and determined sufficient.**

Melanie Galupper 11/17/2022
**Signed: Planning and Zoning Manager** **Date**

.....

**Property Identification Number(s) / Strap(s) of Property Covered by Application:**

**STRAP No. C-** 24-35-28-010-0000-0690 **STRAP No. C-**___-___-___-___-____-____-____

**STRAP No. C-**___-___-___-___-____-____-____ **STRAP No. C-**___-___-___-___-____-____-____

**APPLICANT INFORMATION:**

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   **Print Name(s):** Danny Bacon

   **Mailing Address:** 1306 magnolia st Sebring FL. 33875

   **Daytime Telephone No.** (863) 381 0758 **E-Mail Address:** danny@plc-landscape.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   **Print Name:** N/A

   **Mailing Address:** _____

   **Daytime Telephone No.** ( ) _____ **E-Mail Address:** _____

**NOTARIZED AUTHORIZATION:**

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☐ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

**PLAN AMENDMENT REQUEST INFORMATION:**

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   To make the future land us compatable.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) Future Growth
   b. Objective(s) FLU
   c. Policy(ies) Policy 1.2.

**PROPERTY INFORMATION:**

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   Orange Blossom Est. Unit 1 PB 5 - Pg 2
   Lots 69 - 70 - 71 - 72 - 73

6. **Street Address(es) of Property Covered by the Application**:
   7218 Bucket AVE
   Sebring FL. 33875

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**:

8. **Existing Zoning District:** B-2 **Existing Future Land Use Classification:** ~~AG~~ AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Vacant

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 190' feet, (depth) 137.04 feet, road frontage N/A feet, water frontage N/A feet, **Total acres:** 0.59

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☑ **Yes** ☐ **No** **If yes,** explain: N/A

14. **Current Uses on the Adjacent Properties:**

| | Current Use(s) | FLUM Designation(s) | Zoning District(s) |
|---|---|---|---|
| North | VACANT | AG | R-1 |
| South | ORNAMENTAL / MISC | AG | AU |
| East | MOBILE HOME | RM | M-1 |
| West | VACANT | AG | B-2 |

**INFORMATION ABOUT THE PROPOSED USE:**

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 1200 sq ft

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is 1200 square feet at 0.16 Floor Area Ratio (FAR).

**ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:**

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐ **Yes** ☑ **No**
**If yes**, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

**If No**, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
**If Yes**, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

**If No**, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

**ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:**

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

**END OF APPLICATION**

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

## PRELIMINARY CONCURRENCY EVALUATION

**ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.**

**Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   2. Required at the time of development

(D.) TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Reviewer's Signature Date

County Engineer's Signature Date

Not required for Comp Plan Amendment.

**Highlands County, Florida**
**Development Services Department Application**

## OWNER'S AFFIDAVIT

I, Daniel L Bacon, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

No contact is required. YOB. NO
An appointment is required before entering the property. NO
**Please initial the appropriate line.**

Danny Bacon
Print Name of Owner

Signature of Owner

1306 magnolia St
Address: Number and Street (P.O. Box)

Sebring FL 33875
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The foregoing instrument was acknowledged before me this 8th day of November 2022, by Daniel Bacon who is personally known by me or who has produced FL DL, as identification and who did take an oath:

ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Angie M. King
Signature

Angie M King
Print Name

Notary Public, State of Florida

My Commission Expires: April 28, 2025

# ORDINANCE NO. 22-23-16

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-24-35-28-010-0000-0690; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on January 10, 2023, to review the small-scale amendment to the Property, identified by CPA-23-612SS, which proposes a change to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-612SS and adoption of the subject Future Land Use Map amendment; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-612SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-612SS, is consistent with the goals, objectives and policies of the Plan; and

**WHEREAS**, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-23-612SS; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-612SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

**WHEREAS**, the County has determined that the Property that is the subject of CPA-23-612SS is not located within an area of critical state concern; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

**NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.**

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 consisting of approximately 0.60 acres and more particularly described as:

> Lots 69, 70, 71, 72 and 73, Orange Blossom Estates, Unit 1, according to the Plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Highlands County, Florida

is hereby changed from "Agriculture" to "Commercial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 4. SAVINGS CLAUSE.** All prior actions of Highlands County pertaining to CPA-23-612SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5**. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

**DONE AND ADOPTED this 21st day of February 2023.**

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2118, changing the Official Zoning Atlas for an approximate 0.60-acre parcel, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.60-acre parcel, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU). The parcel is vacant of structures and vegetation. The Applicant is proposing to utilize the property for approximately 1,200 square feet of commercial development.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Commercial (C), CPA-23-612SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2118 as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-67, P&Z 2118, changing the Official Zoning Atlas for an approximate 0.60 acres from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2118 for BCC Bacon.pdf
Application P&Z 2118 Bacon.pdf
Resolution P&Z 2118 - Bacon.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** P&Z 2118 | **Case Name:** Bacon Lawn Care Rezone |
| **Agent:** N/A | **Property Owners:** Daniel G. Bacon Jr. |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Rezone an approximate 0.60-acre parcel, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU).

General Location: An approximate 0.60-acre parcel located in the Orange Blossom Estates Unit 1 subdivision, at the northeast intersection of SR 66 and Burkett Avenue, approximately 3.05 miles west of US 27 N, 1.24 miles west of Sparta Road, and 1 mile east of Payne Road; the address being 7218 Burkett Avenue, Sebring, Florida.

PARCEL ID: C-24-35-28-010-0000-0690

**Staff Recommendation:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-66, P&Z 2118, changing the Official Zoning Atlas for approximately 0.60 acres from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2118, changing the Official Zoning Atlas for approximately 0.60 acres from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the January 10, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2118 – DANIEL G. BACON JR** An approximate 0.60-acre parcel located in the Orange Blossom Estates subdivision, on the northeast corner of the intersection of SR 66 and Burkett Avenue, approximately 3.28 miles west of US 27 N, 1.28 miles west of Sparta Road, and 0.98 miles east of Payne Road; the address being 7218 Burkett Avenue, Sebring; and legally described as follows: Lots 69 through 73, Orange

Blossom Estates, Unit 1, according to the Plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), the Conditional Use being a lawn care operation and storage of lawn care equipment incidental thereto. Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Roberts and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2118, changing the Official Zoning Atlas for an approximate 0.60 acres from Limited Business District (B-2), to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law, along with the recommended conditions of approval as listed in the adopting Resolution and the Staff Report.

Upon roll call, all members voted yes. **Motion carried 7-0."**

**4. Conditions of approval are included in the adopting resolution and are as follows:**

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.

2. The Conditional Use shall be limited to a lawn care operations and storage of lawn care equipment incidental thereto.

3. The property owner shall execute and record a Unity of Title Agreement joining all five (5) Lots together in order to meet minimum lot size requirements of the B-3 District prior to approval of a Final Development Order.

4. The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.60-acre parcel, from B-2 to B-3 CU.

The parcel is vacant of structures and vegetation. The Applicant is proposing to utilize the property for approximately 1,200 square feet of commercial development.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Commercial (C), CPA-23-612SS.

**2. Notices to Surrounding Property Owners.**

On December 22, 2022, notices were mailed to 19 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

**3. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Vacant | AG | B-2 |
| Adjacent Property to the North | Vacant | AG | Residential District (R-1) |
| Adjacent Property to the South | SR 66/Plant Nursery | AG | Agricultural District (AU) |
| Adjacent Property to the East | Mobile Home | Medium Density Residential (RM) | Mobile Home Subdivision District (M-1) |
| Adjacent Property to the West | Burkett Ave/Vacant | AG | B-2 |

**4. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.7, Commercial (C).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.242: Business District (B-3); and Section 12.05.292: Conditional Use (CU).

**Department Comments and Analysis of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

**Natural Resources:** Prior to clearing owner should be required to conduct an [Simplified Environmental Clearance Report (SECR)] to make sure the property is not part of a seepage slope. Besides protecting a possible resource this could protect the owner.

**Florida Department of Health:** No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 95 feet.
2. **Soils:** Basinger, St. Johns and Placid soils: Poorly drained with a high runoff Depth to the water table is 6-12 inches. This soil is nearly level to moderately sloping, approximately 2% (USDA Soil Survey – Highlands County).
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

**B. Zoning Analysis:**

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The property is located in an area covered by Vesting Orders 91-002 and 91-003, vesting certain residential uses and are not applicable to this request.
3. **Current Zoning Designation:** The site has a zoning designation of B-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3 CU.
5. **Current Zoning Intensity:** The current zoning allows a maximum of 0.70 FAR for office and 0.80 for other commercial uses.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum of 0.70 FAR for office and 0.80 for other commercial uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a lawn care operation.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Seep.

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. The property received Environmental Clearance on September 16, 2021. Furthermore, the development should be required to obtain an Environmental Resource Permit through the Southwest Florida Water Management District.

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 (EL 93.87), for areas located within the Special Flood Hazard Areas, and Zone X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0237C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site (well) potable water system that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Burkett Avenue and also fronts SR 66.
5. **Railroad Access:** There is no railroad access adjacent to this property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F.** **Schools:** The permitted uses within the Commercial Future Land Use designation are commercial/office in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

**G.** **Airports:** The subject property is located approximately 7.8 miles southwest of the Sebring Regional Airport, and approximately 12.7 miles southeast of the Avon Park Executive Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution P&Z 2118, changing the Official Zoning Atlas for an approximate 0.60 acres from Limited Business District (B-2), to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:**

**1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.**

2. **The Conditional Use shall be limited to a lawn care operations and storage of lawn care equipment incidental thereto.**

3. **The property owner shall execute and record a Unity of Title Agreement joining all five (5) Lots together in order to meet minimum lot size requirements of the B-3 District prior to approval of a Final Development Order.**

4. **The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.**

Attachments:
Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

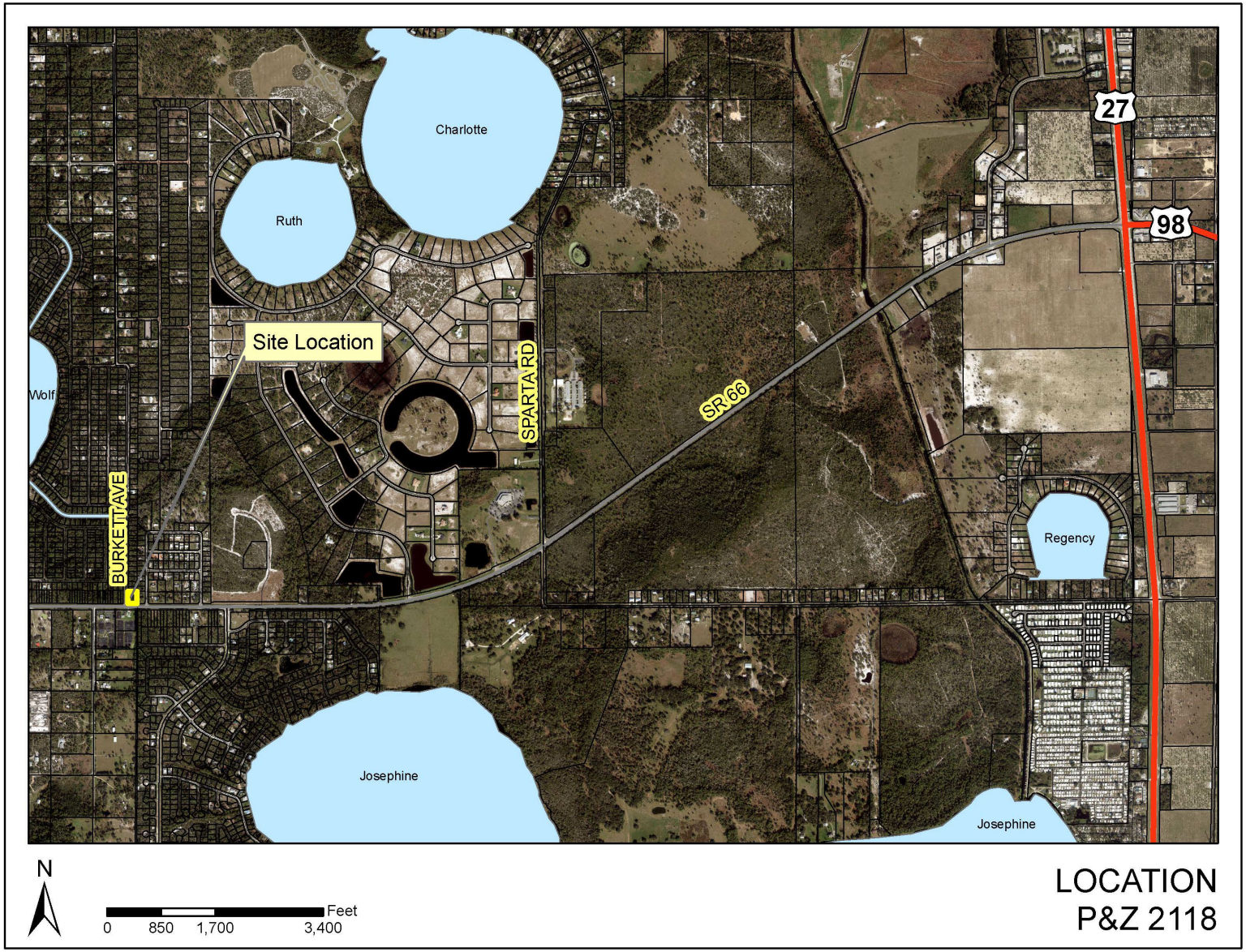

Charlotte
Ruth
Site Location
Wolf
BURKETT AVE
SPARTA RD
SR 66
27
98
Regency
Josephine
Josephine
N
Feet
0
850
1,700
3,400
LOCATION
P&Z 2118

Exhibit 2:

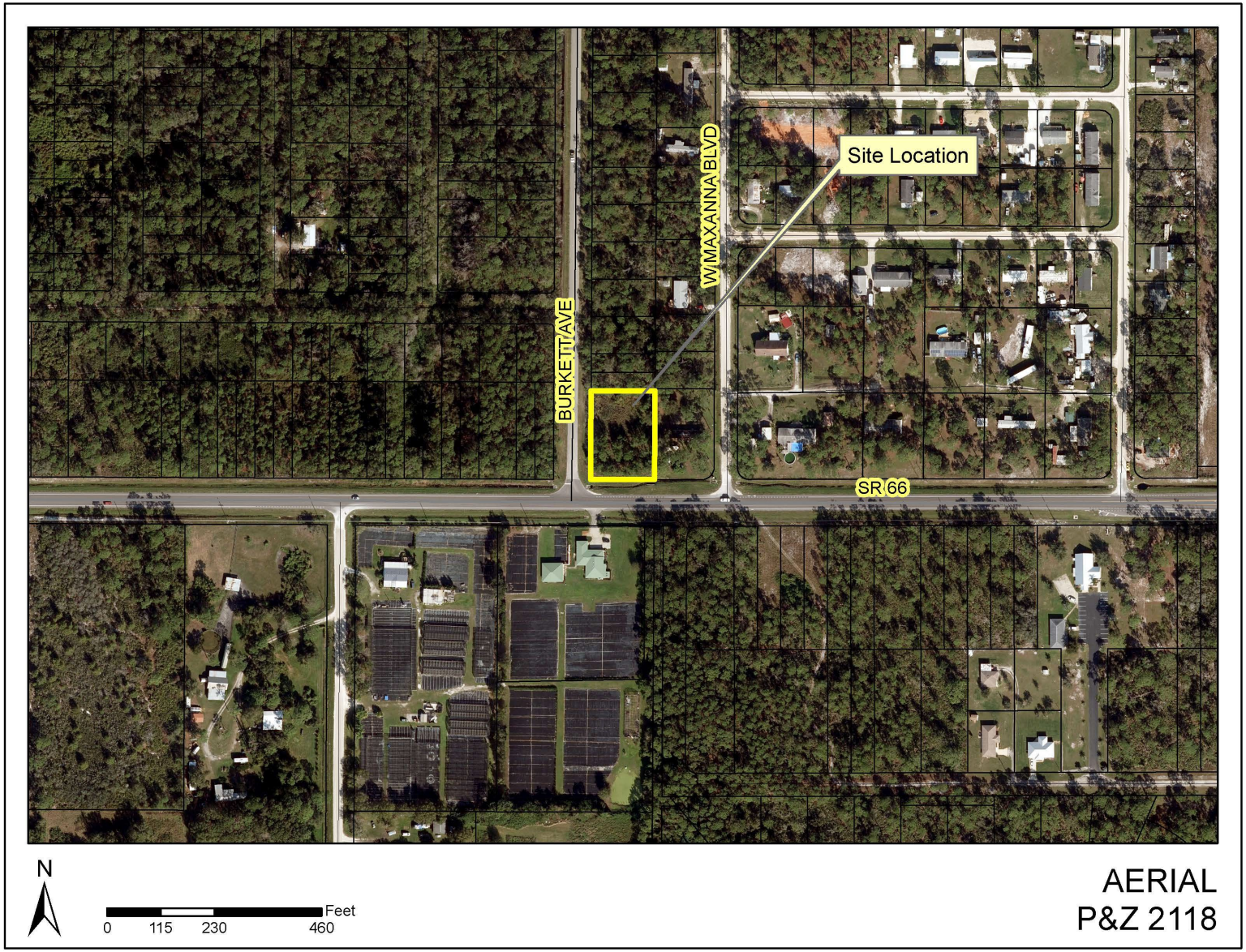

Site Location
W MAXANNA BLVD
BURKETT AVE
SR 66
N
0
115
230
460
Feet
AERIAL
P&Z 2118

Exhibit 3:

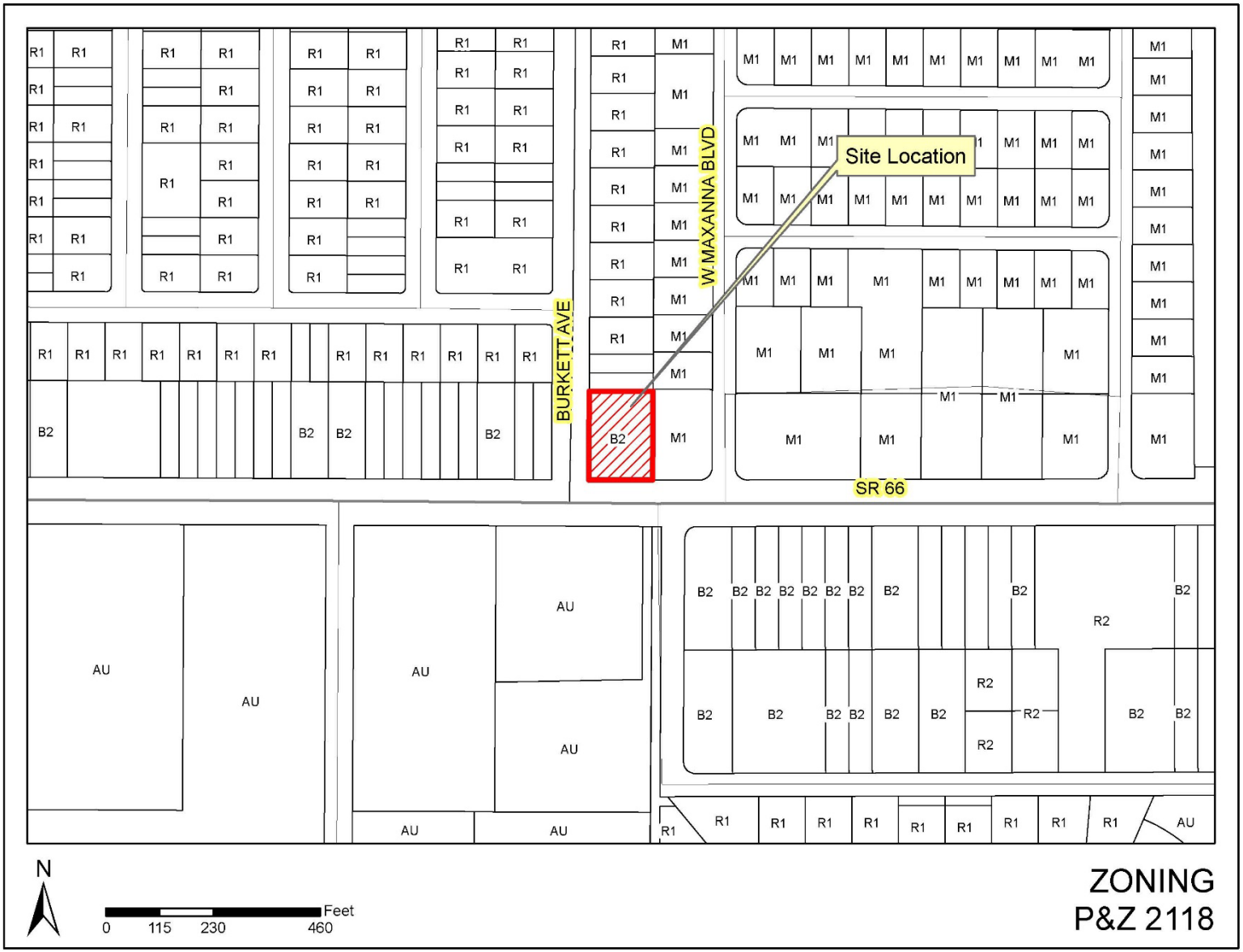

Site Location
W MAXANNA BLVD
BURKETT AVE
SR 66
N
0
115
230
460
Feet
ZONING
P&Z 2118

Exhibit 4:

Site Location
W MAXANNA BLVD
BURKETT AVE
SR 66
B3CU
N
0
115
230
460
Feet
PROPOSED ZONING
P&Z 2118

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** B-2
**Zoning change to:** B-3 CU

***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 # 22110011

**P&Z Hearing Number:** P&Z 2118 **Date of Application:** 11/15/2022
**Amount of Fee: $** 1,950 **Receipt No.:** 40000000262 **Tax Map No.:** 50-D
**Hearing Dates: LP:** _____ **P&Z:** 01/10/23 **BCC:** 02/21/23

**********

**This application has been reviewed for completeness and determined sufficient:**

Rachel B. J. — 11/18/2022
**Zoning Supervisor** **Date**

**********

**SECTION II: APPLICANT & PROPERTY INFORMATION:**

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** Danny Bacon
   **Mailing Address:** 1306 Magnolia St Sebring FL 33875
   **Telephone No.:** 863 381 0258 **E-Mail Address:** danny@plc-landscape.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   **Print Name:** N/A
   **Mailing Address:** _____
   **Telephone No.:** _____ **E-Mail Address:** _____

**NOTARIZED AUTHORIZATION:**

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. PB 5 - Pg 2 Lots 69-70-71-72-73 Parcel C-24-35-28-010-0000-0690

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C-24-35-28-010-0000-0690 **STRAP #:**C-_____
   **STRAP #:**C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 7218 Burkett Ave Sebring FL 33875

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B-2 **Existing Land Use Classification:** Ag
**Are the Zoning and Comprehensive Plan Consistent?** ☐Consistent ☑Not Consistent

7. **Existing Property Information:** Size of Property (width) 190' feet, (depth) 137.64' feet, street frontage N/A feet, water frontage N/A feet, **Total acres** 0.59
**If different from the total acreage,** the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☑No **If Yes,** what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

**If multiple units,** the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☑Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: 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? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☑No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

| | Existing Uses | FLUM Designations | Zoning Districts |
|---|---|---|---|
| North | Vacant | ~~AG~~ Ag | ~~R-1~~ R-1 |
| South | Ornamental Misc | ~~AG~~ Ag | ~~AU~~ AU |
| East | MH | ~~RM~~ Rm | ~~MH~~ MH-1 |
| West | Vacant | ~~AG~~ Ag | ~~B-2~~ B-2 |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Storage for landscape Business

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 1200 sq ft

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) 1200 sq ft square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 1200 sq ft divided by Parcel size _____ = FAR 4.6 %

**********

## SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☑No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

**If Yes,** the wastewater treatment system requirements will be accommodated by the _____ system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☑Yes ☐No _____ **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the N/A Waste Connections refuse collection company.

**Note:** The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

**Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ☑No
**If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III _____.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☑**No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

**Highlands County, Florida**
**Development Services Department Application**

**OWNER'S AFFIDAVIT**

I, Danny Bacon, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. NB

An appointment is required before entering the property. _____

Danny Bacon
Print Name of Owner

Signature of Owner

1306 Magnolia St.
Address: Number and Street (P.O. Box)

Sebring FL 33875
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8 day of November, 2022, by Daniel Bacon who is personally known by me ☐ or who has produced FL DL, as identification and who did take an oath:

Angie M. King
Signature

ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Angie M. King
Print Name

Notary Public, State of Florida
My Commission Expires: April 28, 2025

OFFICIAL RECORDS FILE#: 2093838
OR BK 2905 PG 189 PAGES: 1- 2 DOC TYPE: D
REC FEES: $18.50 DEED DOC:$343.00
D.C. DLATIMER. FILED: 5/13/2022 11:42:45 AM
JEROME KASZUBOWSKI
CLERK OF COURTS. HIGHLANDS CO.

MLG
18.50
343.00

Prepared by and return to:
**Thomas J. Wohl**
**Attorney at Law**
**Swaine, Harris & Wohl, P.A.**
**425 South Commerce Avenue**
**Sebring, FL 33870-3702**
**863-385-1549**
File Number: **8477-001**

Parcel Identification No. **C-24-35-28-010-0000-0690**

[Space Above This Line For Recording Data]

# Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 28 day of **May, 2022** between **Leonardo Garcia Gutuerrez, a single man,** whose post office address is **P.O. Box 9291, Sebring, FL 33872** of the County of **Highlands**, State of **Florida**, grantor*, and **Daniel G. Bacon, Jr., a single man,** whose post office address is **1306 Magnolia Street, Sebring, FL 33875** of the County of **Highlands**, State of **Florida**, grantee*,

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida**, to-wit:

**Lots 69, 70, 71, 72 and 73, Orange Blossom Estates, Unit No. 1, according to the plat thereof as recorded in Plat Book 5, Page 2, Public Records of Highlands County, Florida.**

**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 his homestead property. The property is vacant land.**

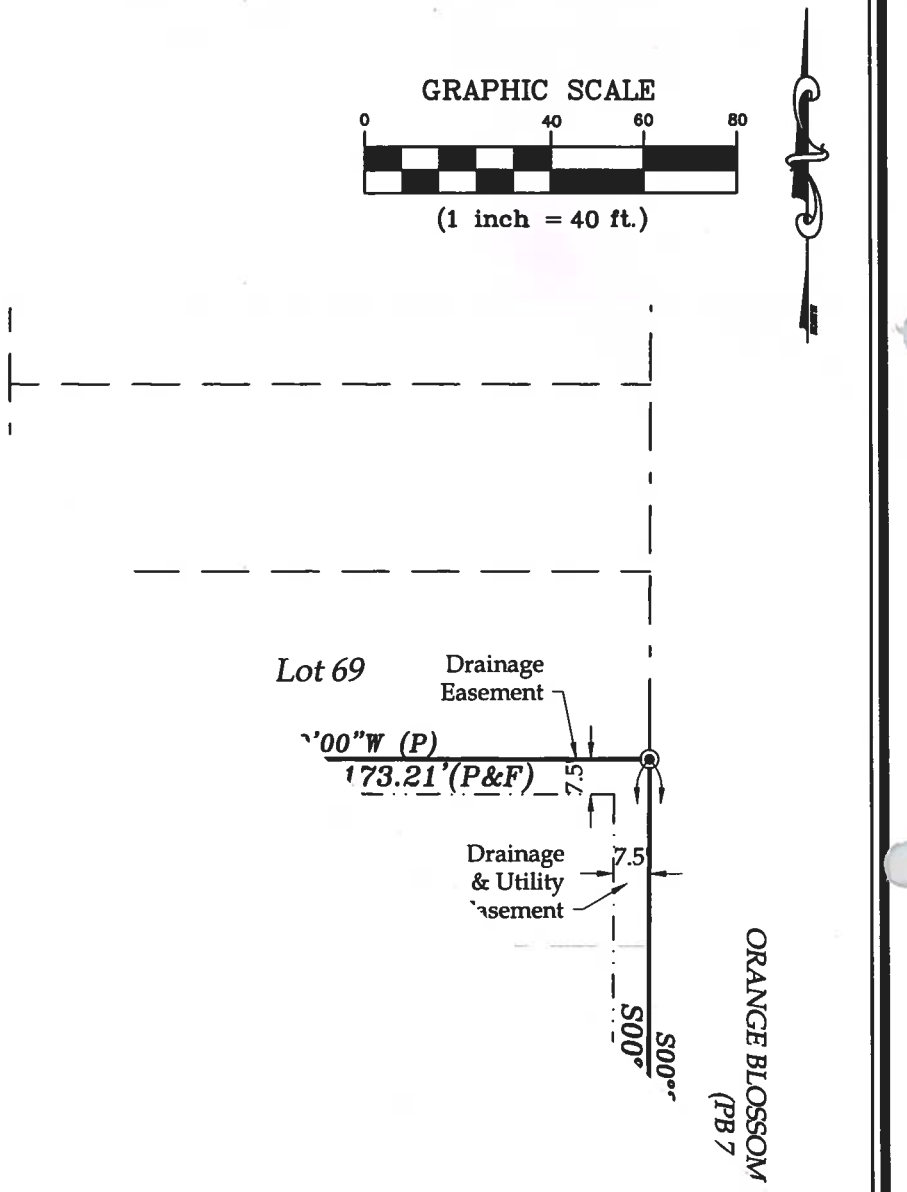
**Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

# BOUNDARY SURVEY



# RESOLUTION NO. 22-23-66

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-24-35-28-010-0000-0690; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial objectives; and

**WHEREAS,** the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and

comment that:

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

**SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 and more particularly described as:

> Lots 69, 70, 71, 72, and 73, Orange Blossom Estates, Unit No. 1, according to the Plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Highlands County, Florida

is hereby changed from Limited Business District, B-2, to Business District with a Conditional Use, B-3 CU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District with a Conditional Use, B-3 CU.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

**SECTION 3. General Conditions, Restrictions, and Limitations.** This B-3 CU shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.242 and 12.05.292 of the Highlands County Code of Ordinances ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.
2. The Conditional Use shall be limited to a lawn care operations and storage of lawn care equipment incidental thereto;
3. The property owner shall execute and record a Unity of Title Agreement joining all five (5) Lots together in order to meet minimum lot size requirements of the B-3 District prior to approval of a Final Development Order;
4. The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

**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 2118, 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 Highlands County Ordinance 22-23-16, adopting a small-scale comprehensive plan amendment, CPA-23-612SS, changing the land use designation on the Property from Agriculture, AG, to Commercial, C.

**DONE AND ADOPTED**, this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-613SS, for two parcels totaling an approximate 7.0 acres, from Agriculture (AG) to Low Density Residential (RL).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for two parcels totaling an approximate 7.0 acres to change the Future Land Use Map from Agriculture (AG) to Low Density Residential (RL). The parcel is vacant of structures and contains some trees and natural ground cover. The Applicant is proposing to utilize the property for two residential homesites.

There is a companion request for a zoning change from Agricultural District (AU) to Estate District with a Planned Development (EU PD), P&Z 2119.

The Planning and Zoning Commission recommended approval of CPA-23-613SS as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Ordinance 22-23-17, CPA-23-613SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL), and transmit CPA-23-613SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-613SS for BCC McClure.pdf
Application CPA-23-613SS McClure.pdf
Ordinance CPA-23-613SS McClure.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Small Scale Comprehensive Plan Amendment | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** CPA-23-613SS | **Case Name:** Lake Mirror Sands FLU Amendment |
| **Agent:** Shannon Nash of Swaine, Harris, and Wohl, P.A. | **Property Owners:** John McClure, as Trustee of the Norma Green Total Return Unitrust |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Change the Future Land Use Map (FLUM) for two parcels totaling an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL)

General Location: Two parcels totaling an approximate 7.0 acres located in the Fish Hawk Reserve subdivision, on the east side of Lake Drive E and on the north side of Lake Mirror, approximately 0.71 miles west of US 27 S, 0.51 miles north of Lake Mirror Drive, and 0.79 miles south of S. Main Avenue; the address of one parcel being 1001 Lake Drive East, Lake Placid, Florida; and the other parcel, Parcel C-07-37-30-090-0000-0021, not having an assigned address

PARCEL ID: C-07-37-30-090-0000-0021
C-07-37-30-090-0000-0030

**Staff Recommendation:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-17, CPA-23-613SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL), and transmit CPA-23-613SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law**.**

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-613SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL), and transmit CPA-23-613SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the January 10, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>HEARING NUMBER CPA-23-613SS – JOHN McCLURE, AS TRUSTEE OF THE NORMA GREEN TOTAL RETURN UNITRUST, C/O SHANNON NASH OF SWAINE, HARRIS, AND WOHL, P.A.</u>** Two (2) parcels totaling an approximate 7.0 acres located in the Fish Hawk Reserve subdivision, on the east side of Lake Drive E and on the northwest side of Lake Mirror, approximately 0.71 miles west of US 27 S, 0.51 miles north of Lake Mirror Drive, and 1.10 miles south of S Main Avenue; the address of one parcel being 1001 Lake Drive East, Lake Placid, and the other parcel, Parcel C-07-37-30-090-0000-0021, not having an assigned address; and abbreviated legal as follows: Two (2) parcels totaling an approximate 7.0 acres located in Section 7, Township 37 South, Range 30 East, Highlands County, Florida.

   The Applicant is requesting a small-scale comprehensive plan amendment to change the future land use map designation from Agriculture (AG) to Low Density Residential (RL). Mrs. Hunnicutt read the request and Mrs. Culpepper and Mr. Wohl, in place of Ms. Nash, presented the request. There were no letters received, and no one spoke in favor of or against the request. One person in the audience asked for clarification on the allowable density if approved; staff confirmed there are two (2) proposed lots, each allowing one home.

   Motion by Mr. Roberts and seconded by Mrs. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-613SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL), and transmit CPA-23-613SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 7-0."**

**<u>Supplemental Material/Issue Analysis Report:</u>**

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of two parcels totaling an approximate 7.0 acres, from AG to RL.

   The parcel is vacant of structures and contains some trees and natural ground cover. The Applicant is proposing to utilize the property for two residential homesites.

   There is a companion request for a zoning change from Agricultural District (AU) to Estate District with a Planned Development (EU PD), P&Z 2119.

**2. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Vacant | AG | AU |
| Adjacent Property to the North | Vacant | RL | EU |
| Adjacent Property to the South | Vacant and Lake Mirror | RL | EU |
| Adjacent Property to the East | Vacant | RL | AU |
| Adjacent Property to the West | Vacant/Mobile Homes (across Lake Drive East) | Medium Density Residential (RM) | Mobile Home and Residential Subdivisions District (M-1-S) |

**3. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.2, Low Density Residential (RL).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.201: Estate District (EU); and Section 12.05.290: Planned Development District (PD).

**4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:**

**Future Land Use Element**

**Objective 1: Growth Management Strategy:**

**Policy 1.1, General Growth Management Strategy:**

*A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*

*A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;*

*B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In*

*most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:*

1. *Opportunities for infill or redevelopment, where such opportunities exist;*

**Department Comments and Analysis of Petitioner's Proposal:**

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   **Zoning Division:** The staff has no objection to this request.

   **Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the subdivision review process and additional requirements may be identified at that time.

   **Natural Resources:** No comment on zoning change but when owner request construction work on property he should be required to do at least an [Simplified Environmental Clearance Report (SECR)]. This is former xeric upland and adjoins xeric upland. Properties like this often contain tortoises, sand skinks and possibly scrub jays (they move back in from the adjoining property). Currently, under his agricultural exemption he's exempt from the SECR however as soon as he changes from ag to any other designation, he is not.

   **Florida Department of Health:** No objection. If constructing homes on a potable well and septic system, lots must be large enough to provide an authorized daily sewage flow that is greater than the estimated daily sewage flow.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

3. **The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   **A. Natural Features Analysis:**

   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 95 and 100 feet.
   2. **Soils:** The predominate soil underlying the site is *Paola Sand.* Depth to the water table is more than 80 inches. This soil has a zero to eight percent slope and is excessively drained.
   3. **Surface Waters:** The subject parcel has no surface water areas but directly abuts Lake Mirror.

4. **Vegetative Cover:** The site contains some trees and natural ground cover.

**B. Land Use Analysis:**

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of AG.
4. **Proposed FLUM Designation:** The proposed FLUM designation is RL.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 2 persons; 7.0 acres ÷ 5 = 1.4 dwelling units; 1 dwelling unit x 2.25 persons = 2.25 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM allows up to 3 dwelling units per acre. Note, however, that the applicant has submitted a PD site plan with the companion zoning change request that limits development of the site to two residential lots, which would result in a population yield of 4 persons; 2 dwelling units x 2.25 persons = 4.50 persons..
7. **The Applicant's proposed development program:** The Applicant is proposing to reconfigure one residential lot and a portion of another lot, allowing a total number of two residential lots.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources; however, Xeric Upland habitat is known to occur. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The majority of the property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas. The site contains a small area along Lake Mirror that has a designation of AE (elevation 94.77 feet), for areas located with the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0388C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within an MAZ.
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.
8. **Overlay Districts:** The property is located within the Lake Placid Regional Plan Overly District as designated by Section 12.05.501 of the Highlands County Code of Ordinances and shall be developed accordingly.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site (well) potable water system that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Lake Drive East.
5. **Railroad Access:** There is no direct railroad access to this site.
6. **Recreation:** The PD site plan proposed by the applicant would result in one additional residential lot as currently exists on this site. Recreation concurrency will not be required for the proposed development of this site.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required.

**F. Schools:** The applicant has submitted plans that would result in an additional residential lot as currently exists on this site. Therefore, school concurrency **is** required.

**G. Airports:** The subject property is located approximately 11.6 miles south of the Sebring Regional Airport and 23.5 miles south southeast of the Avon Park Executive Airport.

**H. Fundamental Planning Analysis ref. Comprehensive Plan:**

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is comprised primarily of upland areas and contains some trees and natural ground cover. The site can be developed without adversely affecting natural resources or ecosystems. All required

permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* Water and wastewater services are not currently available to this site. However, the site can be developed for residential use without such services being in place. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The subject property is located between two areas of existing RL Land Use and can be considered a continuation of the existing residential development pattern of this area.

(4) *Promotes conservation of water and energy:* The proposed amendment will permit the infill of residential development between two existing areas of that are designated RL, rather than an outward expansion of the RL Land Use category.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* The existing site is not being used for agriculture or silviculture.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* Development of the proposed site will not significantly impact large areas of open space and natural lands. Setbacks from Mirror Lake, in accordance with the Land Development Regulations, shall be maintained for any development of this site.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The subject property is not located in an area that would be conducive for nonresidential development. Development of this site in accordance with the RL Land Use category would be consistent with residential development on either side of the subject property.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* The proposed amendment will permit the infill of residential development between two existing areas that are designated RL, rather than an outward expansion of the RL Land Use category.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

**Historical and Archaeological Clearance:** The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-613SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 7.0 acres from Agriculture (AG) to Low Density Residential (RL), and transmit CPA-23-613SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

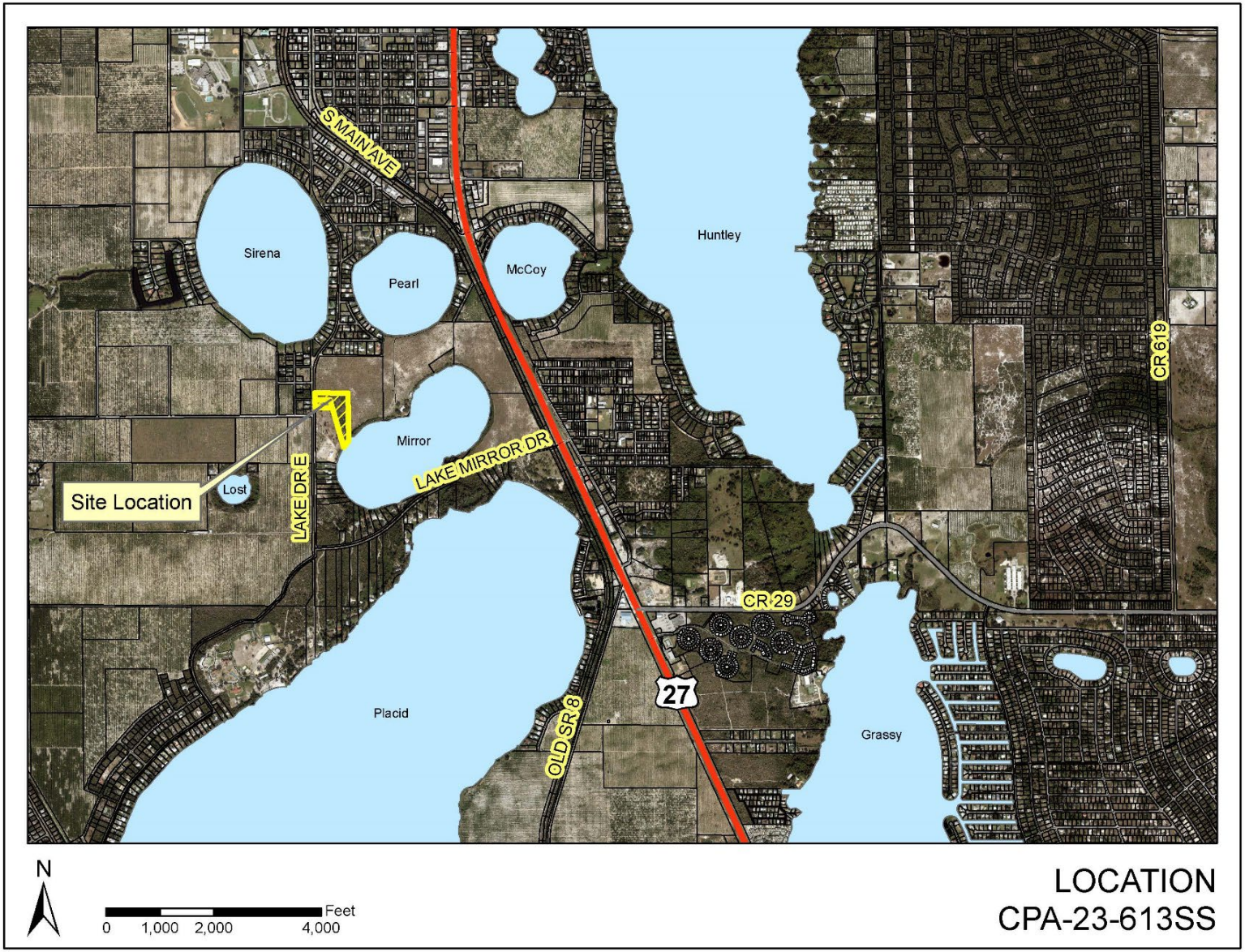

S MAIN AVE
Sirena
Pearl
McCoy
Huntley
CR 619
Mirror
LAKE MIRROR DR
LAKE DR E
Site Location
Lost
CR 29
27
Placid
OLD SR 8
Grassy
N
Feet
0
1,000
2,000
4,000
LOCATION
CPA-23-613SS

Exhibit 2:

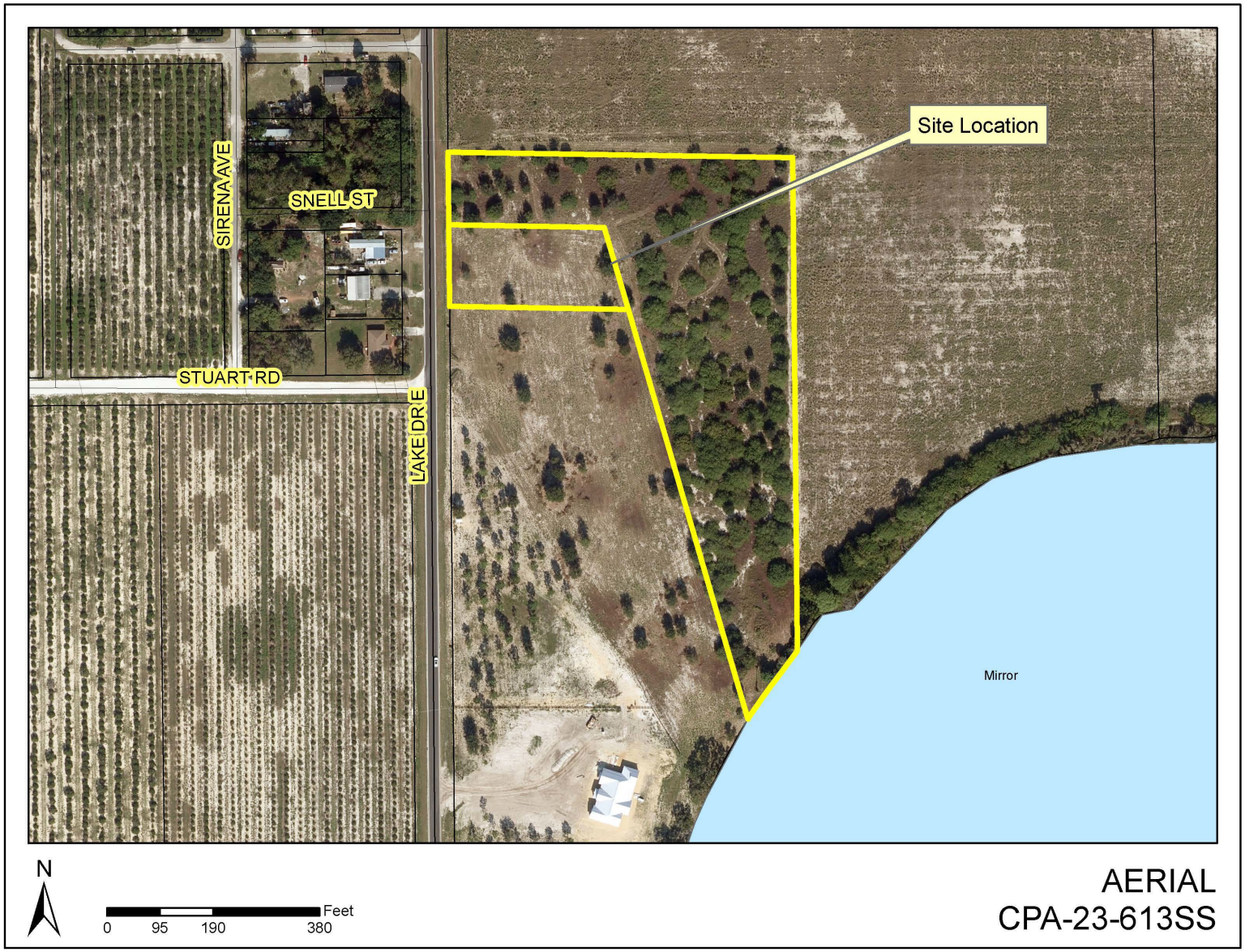

Site Location
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
Mirror
N
0
95
190
380
Feet
AERIAL
CPA-23-613SS

Exhibit 3:

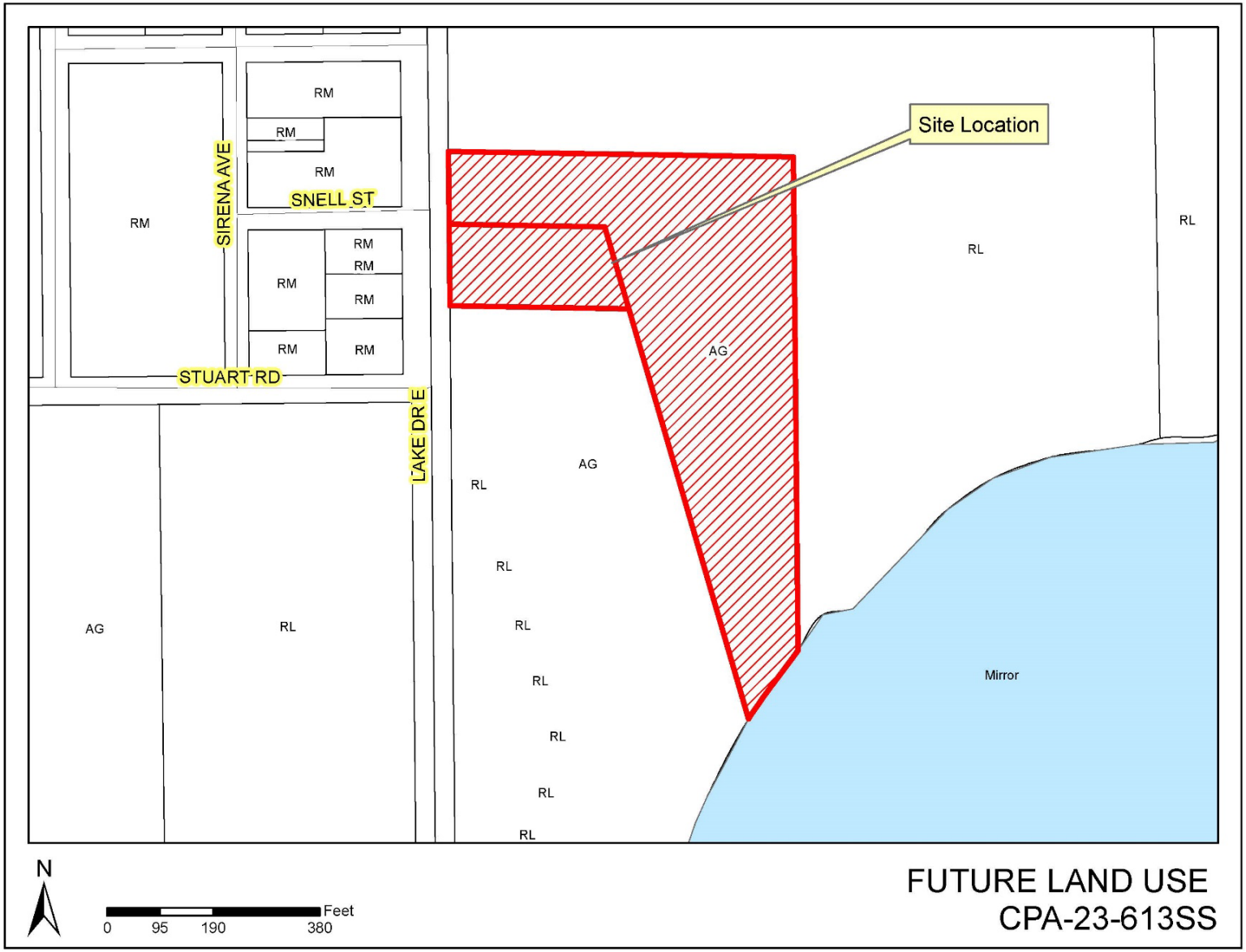
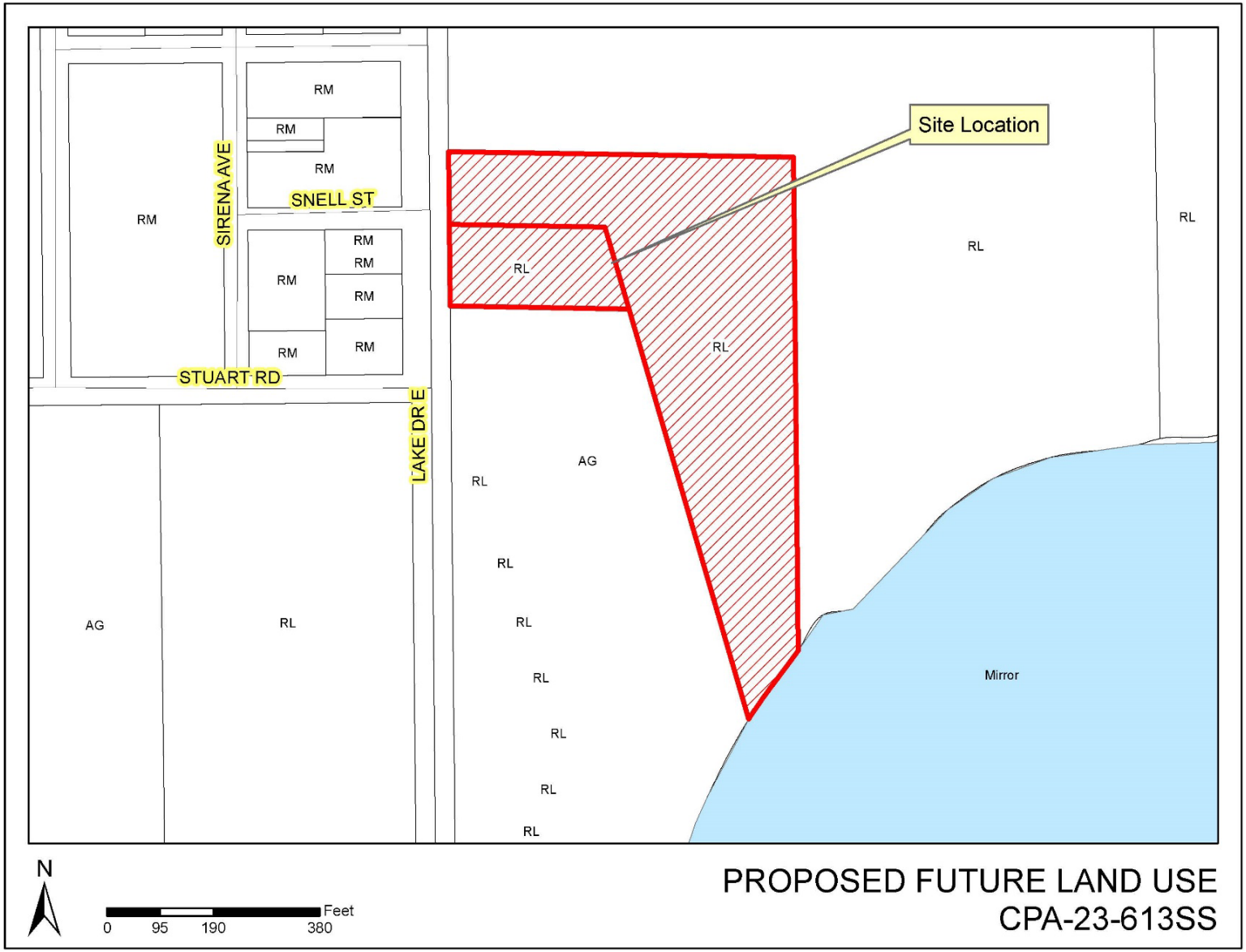

Site Location
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
RM
RL
AG
Mirror
N
0 95 190 380 Feet
FUTURE LAND USE
CPA-23-613SS

Exhibit 4:


Site Location
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
RM
RL
AG
Mirror
N
0 95 190 380 Feet
PROPOSED FUTURE LAND USE
CPA-23-613SS

**Highlands County, Florida**
**Comprehensive Plan Amendment Application**

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: Agriculture (AG) Change to: Low Density Resid. (RL)

**Note:** Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project #22110016 Receipt #40000000264

**STAFF USE ONLY:**

**Case Number:** CPA- 23 - 6 1 3 (SS/LS) **Date of Application:** 11-16-2022

**Amount of Fee:** $ 1500.00 **Tax Map No.:** 139-C

**Hearing Dates:** P&Z 1 / 10 / 23 BOCC 2 / 21 / 2023

**This application has been reviewed for completeness and determined sufficient.**

Melody Culpepper
**Signed: Planning and Zoning Manager**

11/17/2022
**Date**

**Property Identification Number(s) / Strap(s) of Property Covered by Application:**

**STRAP No. C-** 07-37-30-090-0000-0030 **STRAP No. C-**__-__-__-__-__-__-__

**STRAP No. C-** 07-37-30-090-0000-0021 **STRAP No. C-**__-__-__-__-__-__-__

**APPLICANT INFORMATION:**

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   **Print Name(s):** John K. McClure, Trustee of the Norma E. Green Total Return Unitrust

   **Mailing Address:** 211 S Ridgewood Drive, Sebring, FL 33870

   **Daytime Telephone No.** (863) 402-1888 **E-Mail Address:** john@jkmpa.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   **Print Name:** Swaine, Harris & Wohl, P.A., attn: Shannon L. Nash

   **Mailing Address:** 425 S. Commerce Avenue, Sebring, FL 33870

   **Daytime Telephone No.** (863) 385-1549 **E-Mail Address:** shannon@heartlandlaw.com

**NOTARIZED AUTHORIZATION:**

☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

**PLAN AMENDMENT REQUEST INFORMATION:**

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   Amending from agriculture to low density residential. Companion rezoning application (agriculture to estate district). Necessary for re-plat.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) Ensure High Quality, Diversified Living Environment....
   b. Objective(s) Objective 1; Objective 12
   c. Policy(ies) Policy 1.2 D. 2.; Policy 12.5.2;

**PROPERTY INFORMATION:**

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   See Exhibit "R"

6. **Street Address(es) of Property Covered by the Application:**
   1001 LAKE DR E LAKE PLACID, FL 33852 (C-07-37-30-090-0000-0030)
   Not assigned (C-07-37-30-090-0000-0021)

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** Lake Mirror Sands

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Vacant

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

_____

_____

If multiple units, the number of dwellings per building: _____

*Property is irregular shape; width and depth are maximums*

11. **Existing Property Information:** Size of Property (width) ~616 feet, (depth) ~882 feet, road frontage 275 feet, water frontage 149 feet, **Total acres:** 7.03

If different from the total acreage, the developable portion is _____ +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☑ **Yes** ☐ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

| | Current Use(s) | FLUM Designation(s) | Zoning District(s) |
|---|---|---|---|
| North | Vacant | RL | EU |
| South | Single-family / Lake | AG / lake | AU / lake |
| East | Vacant | RL | EU |
| West | Mobile Home / Single-fam | RM | MS |

**INFORMATION ABOUT THE PROPOSED USE:**

15. **Proposed Number of** principal **Dwelling Units and/or Square Feet of Commercial space:** 2 ~~2 prin. dwell~~

16. **Residential Density:** The proposed density is < 1 units per acre.

17. **Intensity:** The proposed intensity is TBD square feet at ____ Floor Area Ratio (FAR).

**ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:**

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐ **Yes** ☑ **No**
**If yes**, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

**If No**, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
**If Yes**, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

**If No**, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

**ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:**

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

**END OF APPLICATION**

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

Exhibit "R"

Legal Description

A portion of Lot 2, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida, being more particularly described as follows:

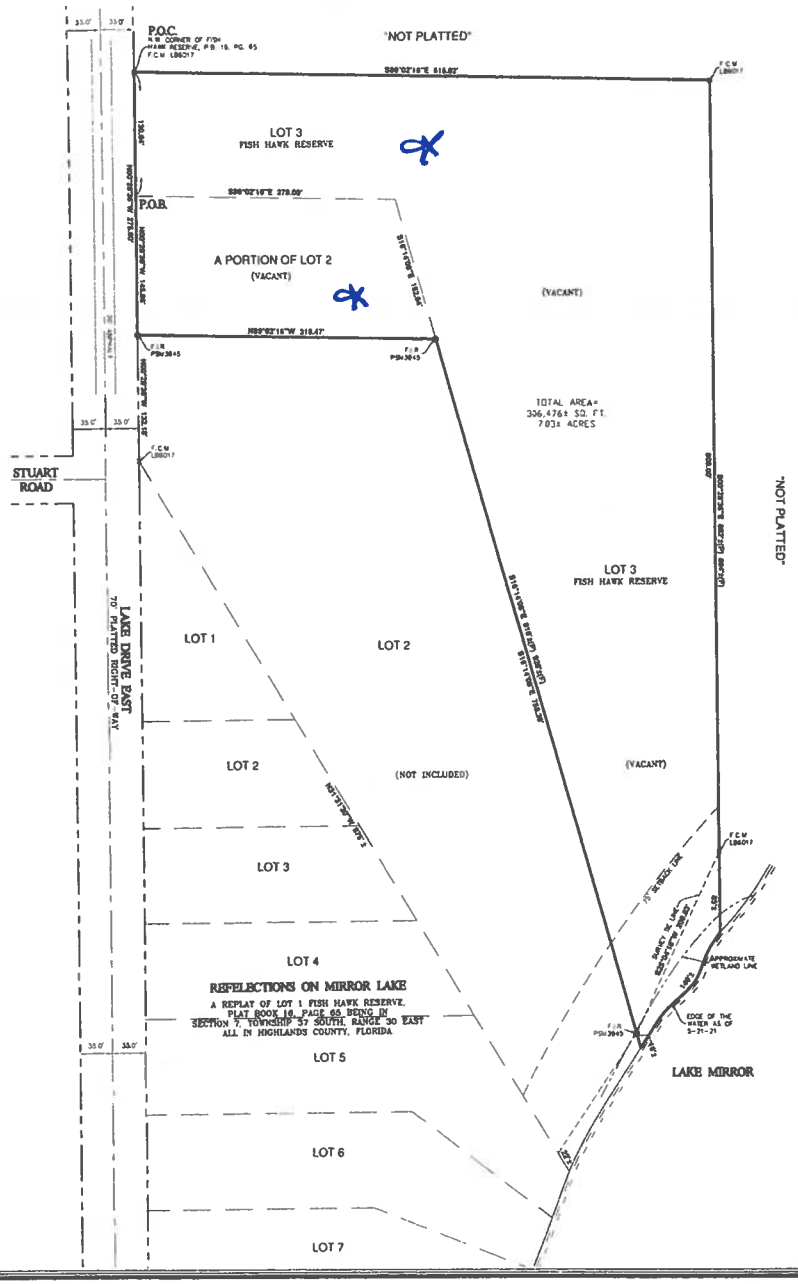
Commence at the Northwest corner of Fish Hawk Reserve; thence South 00°28'36" East, along the East right of way line of Lake Drive East, a distance of 130.04 feet to the Northwest corner of said Lot 2 and to the Point of Beginning of said tract; thence South 89°02'16" East, along the North line of said Lot 2, a distance of 278.00 feet to the Northeast corner of said Lot 2; thence South 16°14'08" East, along the Easterly line of said Lot 2, a distance of 152.64 feet; thence North 89°02'16" West, a distance of 319.47 feet to a point lying on the East right of way line of Lake Drive East; thence North 00°28'36" West, along said right of way line, a distance of 145.86 feet to the Point of Beginning.

(C-07-37-30-090-0000-0021)

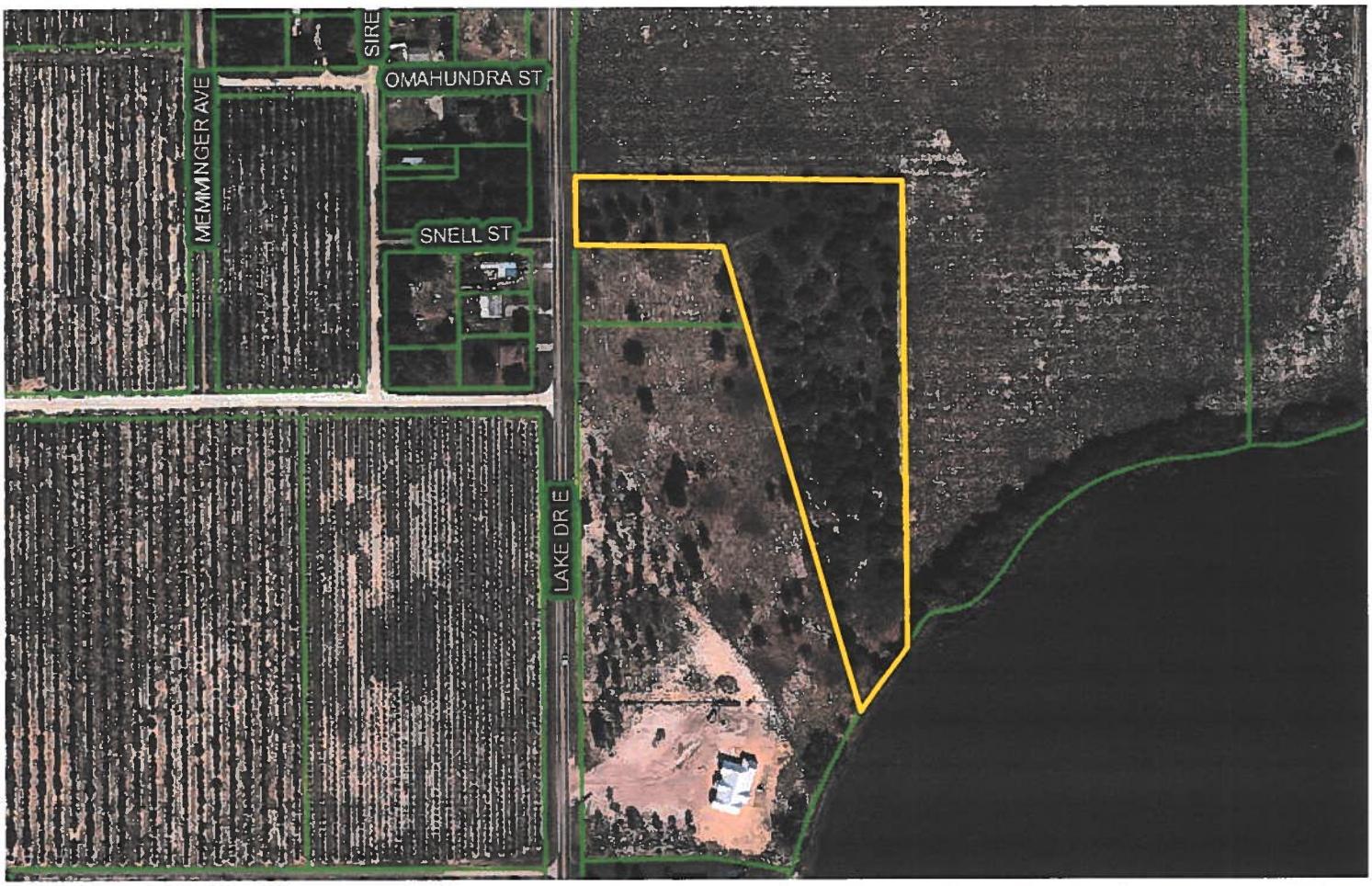
AND

Lot 3, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida.

(C-07-37-30-090-0000-0030)


P.O.C.
N.W. CORNER OF FISH HAWK RESERVE, P.B. 16, PG. 65
F.C.M. LB6017
"NOT PLATTED"
S00°02'16"E 616.60'
LOT 3
FISH HAWK RESERVE
P.O.B.
S00°02'16"E 278.00'
A PORTION OF LOT 2
(VACANT)
S89°57'44"W 145.00'
N89°57'44"E 145.00'
N00°02'16"W 278.00'
N89°57'44"E 152.00'
N89°57'44"E 152.00'
N89°57'44"E 152

# Highlands County Property Appraiser




## C-07-37-30-090-0000-0030

https://www.hcpao.org/Search/Parcel/303707090000000030C

1001 LAKE DR E
LAKE PLACID, FL 33852-

**Owners**
MCCLURE JOHN K TRUSTEE OF
GREEN NORMA E TOTAL RETURN UNITRUST

**Mailing Address**
211 S RIDGEWOOD DR
SEBRING, FL 33870

**Legal Description**
FISH HAWK RESERVE
PB 16-PG 65
LOT 3
6.00 ACRES

**DOR Code:** 99 - NON-AG ACREAGE
**Neighborhood Code:** 3268 - LAKE MIRROR

# Highlands County Property Appraiser

## C-07-37-30-090-0000-0021

https://www.hcpao.org/Search/Parcel/30370709000000021C

, FL

**Owners**
NORMA E GREEN TOTAL RETURN UNITRUST
MCCLURE JOHN K TTEE

**Mailing Address**
211 S RIDGEWOOD DR
SEBRING, FL 33870

**Legal Description**
FISH HAWK RESERVE
PB 16-PG 65
NLY 145.86 FT OF LOT 2
1 ACRE

**DOR Code:** 00 - VACANT
**Neighborhood Code:** 3268 - LAKE MIRROR

# FLUM

6/10/2022, 9:37:49 AM

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Site Addresses (Hosted REST Service)
- Current
- Vacant

Future Land Use
- AG
- RL
- RM

Road Maintenance
- COUNTY PAVED ROAD
- COUNTY UNPAVED ROAD
- PUBLIC R/W NON-COUNTY UNPAVED
- PRIVATE ROAD
- Tax Parcels
- County Boundary

State of Florida, Maxar |

## PRELIMINARY CONCURRENCY EVALUATION

**ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.**

**Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Reviewer's Signature Date

County Engineer's Signature Date

Not required

**Highlands County, Florida**
**Development Services Department Application**

**OWNER'S AFFIDAVIT**

I, John K. McClure, as Trustee, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

No contact is required. JM
OR
An appointment is required before entering the property. _____
**Please initial the appropriate line.**

John K. McClure, as Trustee
Print Name of Owner

John K McClure, TT
Signature of Owner

211 S Ridgewood Drive
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The foregoing instrument was acknowledged before me this 15 day of November 2022 by John K. McClure who is personally known by me or who has produced _____, as identification and who did take an oath:

MARCIA CHRISTINE VEGA
Notary Public - State of Florida
Commission # HH 236426
My Comm. Expires Jun 28, 2026
Bonded through National Notary Assn.

Signature

Marcia Vega
Print Name

Notary Public, State of Florida

My Commission Expires: June 28, 2026

**Highlands County, Florida**
**Development Services Department Application**

## AGENT'S AFFIDAVIT

I, Shannon L. Nash of Swaine, Harris & Wohl, P.A., being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Shannon L. Nash
Print Name of Agent

Shannon Nash
Signature of Agent

425 S. Commerce Ave
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The foregoing instrument was acknowledged before me this 14 day of November 2022 by _____ who is personally known by me or who has produced _____, as identification and who did take an oath:

Marcella S Sebring
Signature

Marcella S Sebring
Print Name

Notary Public, State of Florida

My Commission Expires: _____

MARCELLA S. SEBRING
MY COMMISSION # HH 237448
EXPIRES: May 21, 2026

## FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for Shannon L. Nash / Swaine, Harris & Wohl, PA to be my agent for this application.

John K. McClure, as Trustee
Print Name of Owner

Signature of Owner

211 S Ridgewood Drive
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

**STATE OF FLORIDA, HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this 15 day of November, 2022 by John K. McClure who is personally known by me ☐ or who has produced _____, as identification and who did (did not) take an oath.

Signature

Marcia Vega
Print Name

Notary Public, State of Florida

My Commission Expires: June 28, 2026

MARCIA CHRISTINE VEGA
Notary Public - State of Florida
Commission # HH 236426
My Comm. Expires Jun 28, 2026
Bonded through National Notary Assn.

# TOWN OF LAKE PLACID

June 13, 2022

Swaine, Harris & Wohl, P.A
425 South Commerce Av
Sebring, Fl 33870

Attn: Shannon Nash

Re: Water & Wastewater Availability/Capacity 1001 Lake Drive E, Lake Placid Fl
Parcel Nos. C-07-37-30-090-0000-0030 and C-07-37-30-090-0000-0021

To Whom It May Concern,

This letter is confirmation that the Town of Lake Placid has no water or wastewater service available at this time for the above property. There are plans in the works for a wastewater force main to pass by the property and possibly water but neither of those will be available within a year.

Please contact me if you have any questions.

Respectfully,

*Kevin McCarthy*
*Director of Utilities*

Lake Placid Town Hall
Telephone 863-699-3747

1069 US 27 North
Fax 863-699-3749

Lake Placid, Florida 33852
http://www.lakeplacidfl.net

# ORDINANCE NO. 22-23-17

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-07-37-30-090-0000-0021 AND PARCEL ID# C-07-37-30-090-0000-0030; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0021 and Parcel ID# C-07-37-30-090-0000-0030 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on January 10, 2023, to review the small-scale amendment to the Property, identified by CPA-23-613SS, which proposes a change to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-613SS and adoption of the subject Future Land Use Map amendment; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-613SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-613SS, is consistent with the goals, objectives and policies of the Plan; and

**WHEREAS**, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map

amendment, CPA-23-613SS; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-613SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

**WHEREAS**, the County has determined that the Property that is the subject of CPA-23-613SS is not located within an area of critical state concern; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

**NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.**

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0021 and Parcel ID# C-07-37-30-090-0000-0030 consisting of approximately 7.00 acres and more particularly described as:

> A portion of Lot 2, Fish Hawk Reserve, according to the Plat thereof as recorded in Plat Book 16, Page 65 of the Public Records of Highlands County, Florida, being more particularly described as follows:
>
> Commence at the Northwest corner of Fish Hawk Reserve; thence South 00*28'36" East, along the East right of way line of Lake Drive East, a distance of 130.04 feet to the Northwest corner of said Lot 2 and to the Point of Beginning of said tract; thence South 89*02'16" East, along the North line of said Lot 2, a distance of 278.00 feet to the Northeast corner of said Lot 2; thence South 16*14'08" East, along the Easterly line of said Lot 2, a distance of 152.64 feet; thence North 89*02'16" West, a distance of 319.47 feet to a point lying on the East right of way line of Lake Drive East; thence North 00*28'36" West,

along said right of way line, a distance of 145.86 feet to the Point of Beginning.

And

Lot 3, Fish Hawk Reserve, according to the Plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida.

is hereby changed from "Agriculture" to "Low Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Low Density Residential.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 4. SAVINGS CLAUSE.** All prior actions of Highlands County pertaining to CPA-23-613SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5**. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining

that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

**DONE AND ADOPTED this 21st day of February 2023.**

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres, from Agricultural District (AU) to Estate District with a Planned Development (EU PD).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres, from Agricultural District (AU) to Estate District with a Planned Development (EU PD). The parcel is vacant of structures and contains some trees and natural ground cover. The Applicant is proposing to utilize the property for two residential homesites.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Low Density Residential (RL), CPA-23-613SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2119 as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-67, P&Z 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD), referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2119 for BCC McClure.pdf
Application P&Z 2119 McClure.pdf
Resolution P&Z 2119 - McClure.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** P&Z 2119 | **Case Name:** Lake Mirror Sands Rezone |
| **Agent:** Shannon Nash of Swaine, Harris, and Wohl, P.A. | **Property Owners:** John McClure, as Trustee of the Norma Green Total Return Unitrust |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Rezone two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD)

General Location: Two parcels totaling an approximate 7.0 acres located in the Fish Hawk Reserve subdivision, on the east side of Lake Drive E and on the north side of Lake Mirror, approximately 0.71 miles west of US 27 S, 0.51 miles north of Lake Mirror Drive, and 0.79 miles south of S. Main Avenue; the address of one parcel being 1001 Lake Drive East, Lake Placid, Florida; and the other parcel, Parcel C-07-37-30-090-0000-0021, not having an assigned address

PARCEL ID: C-07-37-30-090-0000-0021
C-07-37-30-090-0000-0030

**Staff Recommendation:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-67, P&Z 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the January 10, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>HEARING NUMBER 2119 – JOHN McCLURE, AS TRUSTEE OF THE NORMA GREEN TOTAL RETURN UNITRUST, C/O SHANNON NASH OF SWAINE, HARRIS, AND WOHL, P.A.</u>** Two (2) parcels totaling an approximate 7.0 acres located in the Fish Hawk Reserve subdivision, on the east side of Lake Drive E and on the northwest side of Lake Mirror, approximately 0.71 miles west of US 27 S, 0.51 miles north of Lake Mirror Drive, and 1.10 miles south of S Main Avenue; the address of one parcel being 1001 Lake Drive East, Lake Placid, and the other parcel, Parcel C-07-37-30-090-0000-0021, not having an assigned address; and abbreviated legal as follows: Two (2) parcels totaling an approximate 7.0 acres located in Section 7, Township 37 South, Range 30 East, Highlands County, Florida.

   The Applicant is requesting a zoning change from Agricultural District (AU) to Estate District with a Planned Development (EU PD). Mrs. Hunnicutt read the request and Mrs. Culpepper and Mr. Wohl, in place of Ms. Nash, presented the request. There were no letters received, and no one spoke in favor of or against the request. One person in the audience asked for clarification on the allowable density if approved; staff confirmed there are two (2) proposed lots, each allowing one home.

   Motion by Mr. Roberts and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

   Upon roll call, all members voted yes. **Motion carried 7-0."**

4. **Conditions of approval included in the adopting resolution are as follows:**

   **1.** The underlying or base zoning regulations for this PD District shall be the EU District and any use or allowance not specified herein will be as defined in the EU District, Section 12.05.201 of the Code.

   **2.** This EU PD shall allow for keeping or pasturing of up to five (5) fowl per lot and one (1) hooved animal/livestock per acre, as an ancillary use to a permitted principal use. Structures for the raising of fowl, hooved animals, or livestock shall not be placed or permitted within 100 feet of a dwelling under separate ownership or within 50 feet of any lot line, provided, however, that structures which are constructed in conformity with these requirements shall not be considered in violations due to subsequent construction of a dwelling under separate ownership on nearby lands so long as a building permit is obtained for such construction.

   **3.** The conceptual site plan for this EU PD, is attached hereto as **"Exhibit A"**; as required by Section 12.05.290 of the Code; however, the Property shall be subject to the Code for plat approval.

**Supplemental Material/Issue Analysis Report:**

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas for two parcels totaling approximately 7.0 acres, from AU to EU PD.

   The parcel is vacant of structures and contains some trees and natural ground cover. The Applicant is proposing to utilize the property for two residential homesites.

   There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Low Density Residential (RL), CPA-23-613SS.

2. **Notices to Surrounding Property Owners.**

   On December 7, 2022, notices were mailed to 18 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. **Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Vacant | AG | AU |
| Adjacent Property to the North | Vacant | RL | EU |
| Adjacent Property to the South | Vacant and Lake Mirror | RL | EU |
| Adjacent Property to the East | Vacant | RL | AU |
| Adjacent Property to the West | Vacant/Mobile Homes (across Lake Drive East) | Medium Density Residential (RM) | Mobile Home and Residential Subdivisions District (M-1-S) |

4. **Applicable References:**
   **Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.2, Low Density Residential (RL).

   **Zoning…** Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.201: Estate District (EU); and Section 12.05.290: Planned Development District (PD).

**Department Comments and Analysis of Petitioner's Proposal:**

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   **Zoning Division:** The staff has no objection to this request.

   **Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the subdivision review process and additional requirements may be identified at that time.

   **Natural Resources:** No comment on zoning change but when owner request construction work on property he should be required to do at least an [Simplified Environmental Clearance Report (SECR)]. This is former xeric upland and adjoins xeric upland. Properties like this often contain tortoises, sand skinks and possibly scrub jays (they move back in from the adjoining property). Currently, under his agricultural exemption he's exempt from the SECR however as soon as he changes from ag to any other designation, he is not.

   **Florida Department of Health:** No objection. If constructing homes on a potable well and septic system, lots must be large enough to provide an authorized daily sewage flow that is greater than the estimated daily sewage flow.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

3. **The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   **A. Natural Features Analysis:**
   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 95 and 100 feet.
   2. **Soils:** The predominate soil underlying the site is *Paola Sand.* Depth to the water table is more than 80 inches. This soil has a zero to eight percent slope and is excessively drained.
   3. **Surface Waters:** The subject parcel has no surface water areas but directly abuts Lake Mirror.
   4. **Vegetative Cover:** The site contains some trees and natural ground cover.

   **B. Zoning Analysis:**
   1. **Current Use of Land:** The current use of the land is vacant.
   2. **Vested Rights:** None.

3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is EU PD.
5. **Current Zoning Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 2 persons; 7.0 acres ÷ 5 = 1.4 dwelling units; 1 dwelling unit x 2.25 persons = 2.25 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning allows up to 3 dwelling units per acre. Note, however, that the applicant has submitted a PD site plan that limits development of the site to two residential lots, which would result in a population yield of 4 persons; 2 dwelling units x 2.25 persons = 4.50 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to reconfigure one residential lot and a portion of another lot, allowing a total number of two residential lots.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources; however, Xeric Upland habitat is known to occur. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The majority of the property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas. The site contains a small area along Lake Mirror that has a designation of AE (elevation 94.77 feet), for areas located with the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0388C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within an MAZ.
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.
8. **Overlay Districts:** The property is located within the Lake Placid Regional Plan Overly District as designated by Section 12.05.501 of the Highlands County Code of Ordinances and shall be developed accordingly.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site (well) potable water system that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Lake Drive East.
5. **Railroad Access:** There is no direct railroad access to this site.
6. **Recreation:** The PD site plan proposed by the applicant would result in one additional residential lot as currently exists on this site. Recreation concurrency will not be required for the proposed development of this site.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required.

**F. Schools:** The applicant has submitted plans that would result in an additional residential lot as currently exists on this site. Therefore, school concurrency **is** required.

**G. Airports:** The subject property is located approximately 11.6 miles south of the Sebring Regional Airport and 23.5 miles south southeast of the Avon Park Executive Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the

Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2119, changing the Official Zoning Atlas for two parcels totaling an approximate 7.0 acres from Agricultural District (AU) to Estate District with a Planned Development (EU PD), referencing the mandatory findings of fact and becoming effective as provided by law, with the following conditions of approval:**

1. **The underlying or base zoning regulations for this PD District shall be the EU District and any use or allowance not specified herein will be as defined in the EU District, Section 12.05.201 of the Code.**

2. **This EU PD shall allow for keeping or pasturing of up to five (5) fowl per lot and one (1) hooved animal/livestock per acre, as an ancillary use to a permitted principal use. Structures for the raising of fowl, hooved animals, or livestock shall not be placed or permitted within 100 feet of a dwelling under separate ownership or within 50 feet of any lot line, provided, however, that structures which are constructed in conformity with these requirements shall not be considered in violations due to subsequent construction of a dwelling under separate ownership on nearby lands so long as a building permit is obtained for such construction.**

3. **The conceptual site plan for this EU PD, is attached hereto as "Exhibit A"; as required by Section 12.05.290 of the Code; however, the Property shall be subject to the Code for plat approval.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Conceptual Site Plan

Exhibit 1:

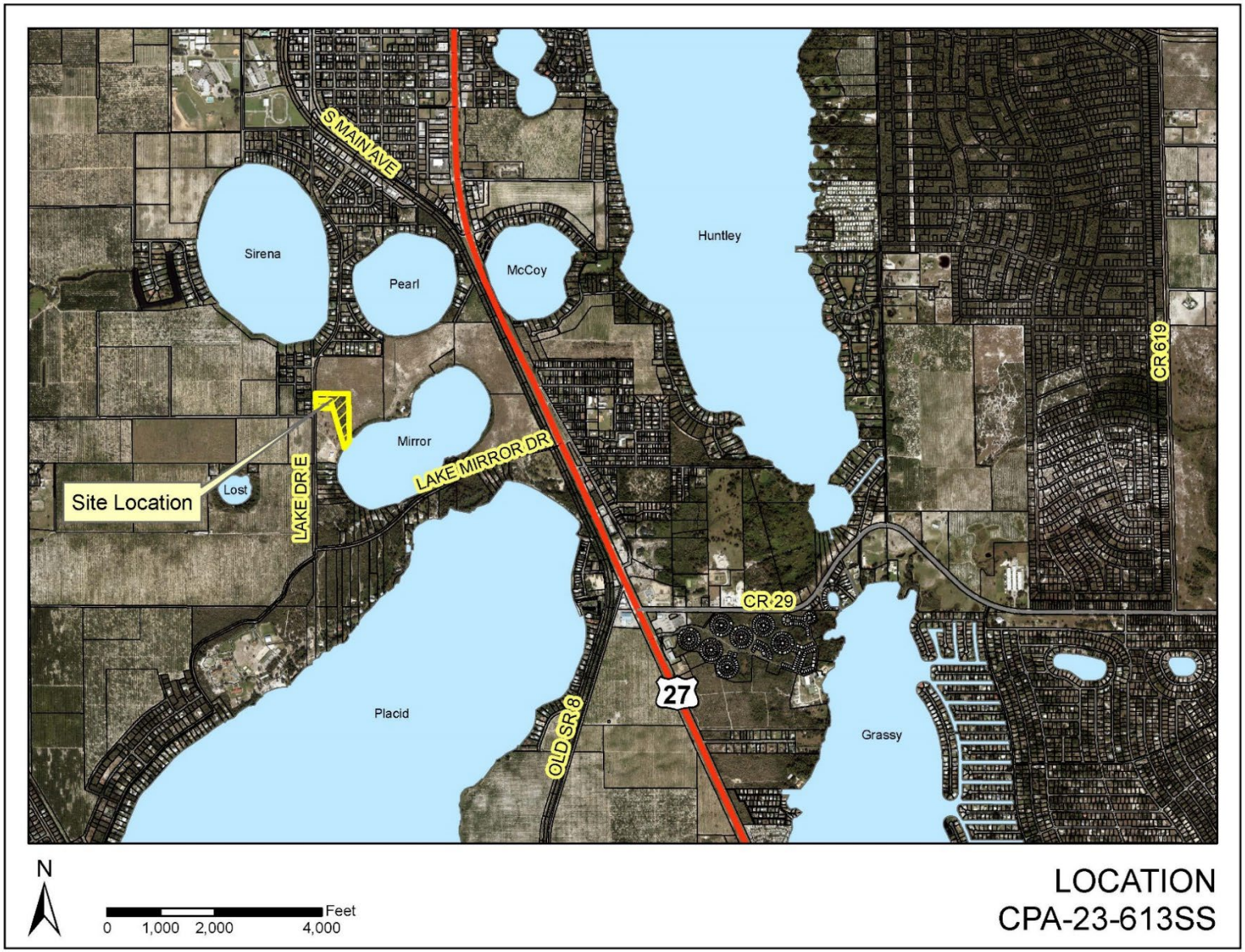

S MAIN AVE
Sirena
Pearl
McCoy
Huntley
CR 619
Mirror
LAKE MIRROR DR
LAKE DR E
Site Location
Lost
CR 29
27
Placid
OLD SR 8
Grassy
N
Feet
0
1,000
2,000
4,000
LOCATION
CPA-23-613SS

Exhibit 2:

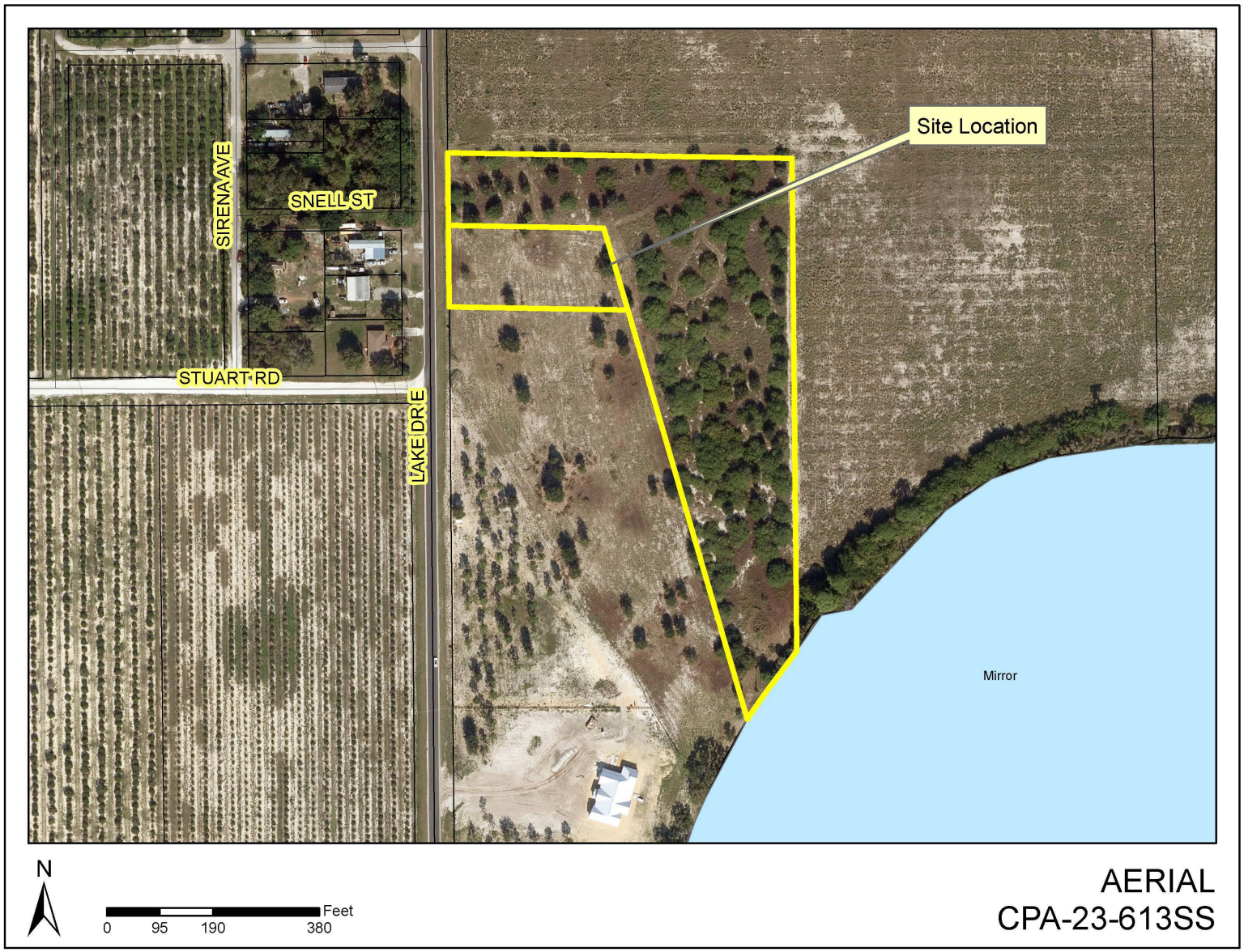

Site Location
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
Mirror
N
Feet
0
95
190
380
AERIAL
CPA-23-613SS

Exhibit 3:

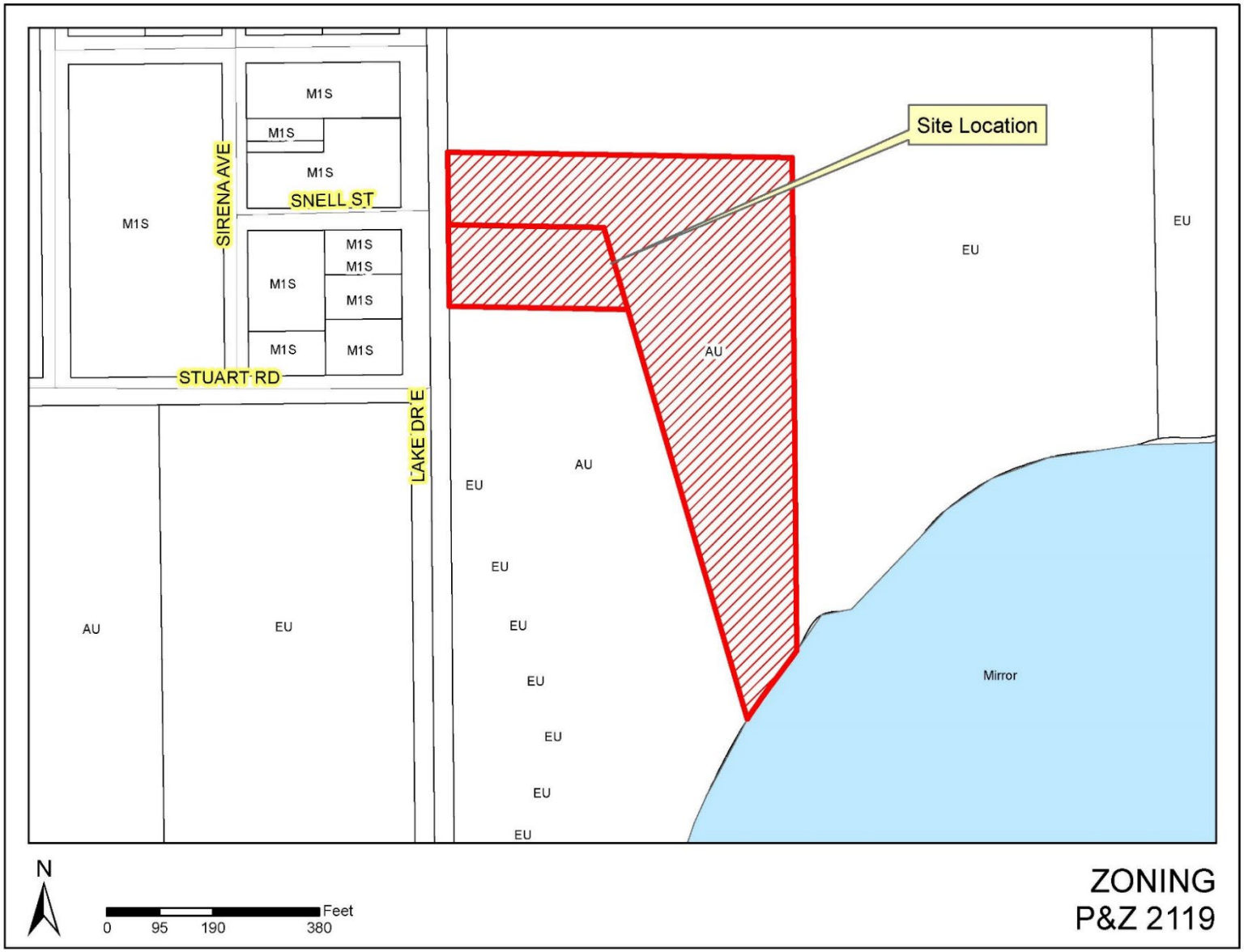

Site Location
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
M1S
AU
EU
Mirror
N
0 95 190 380 Feet
ZONING
P&Z 2119

Exhibit 4:

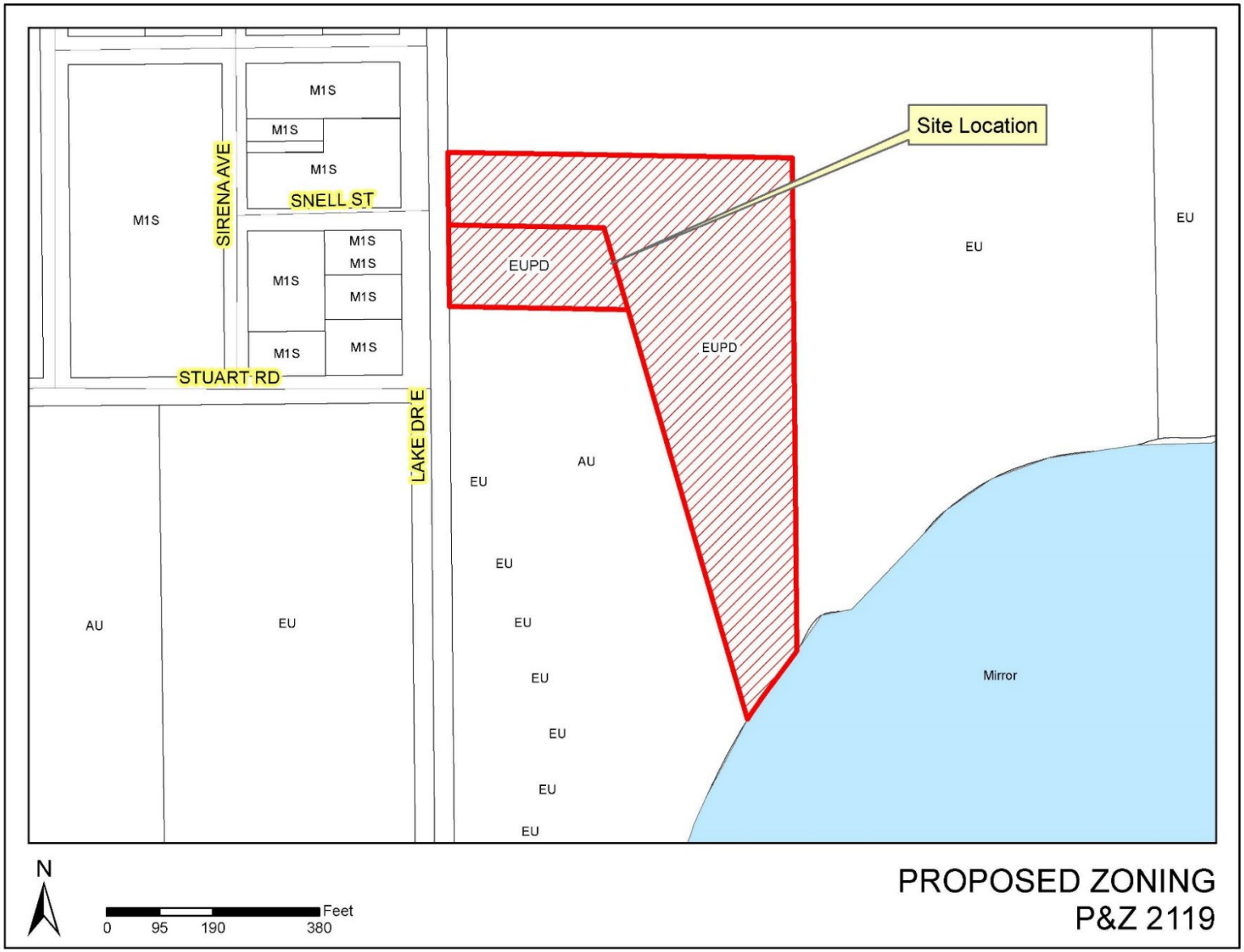
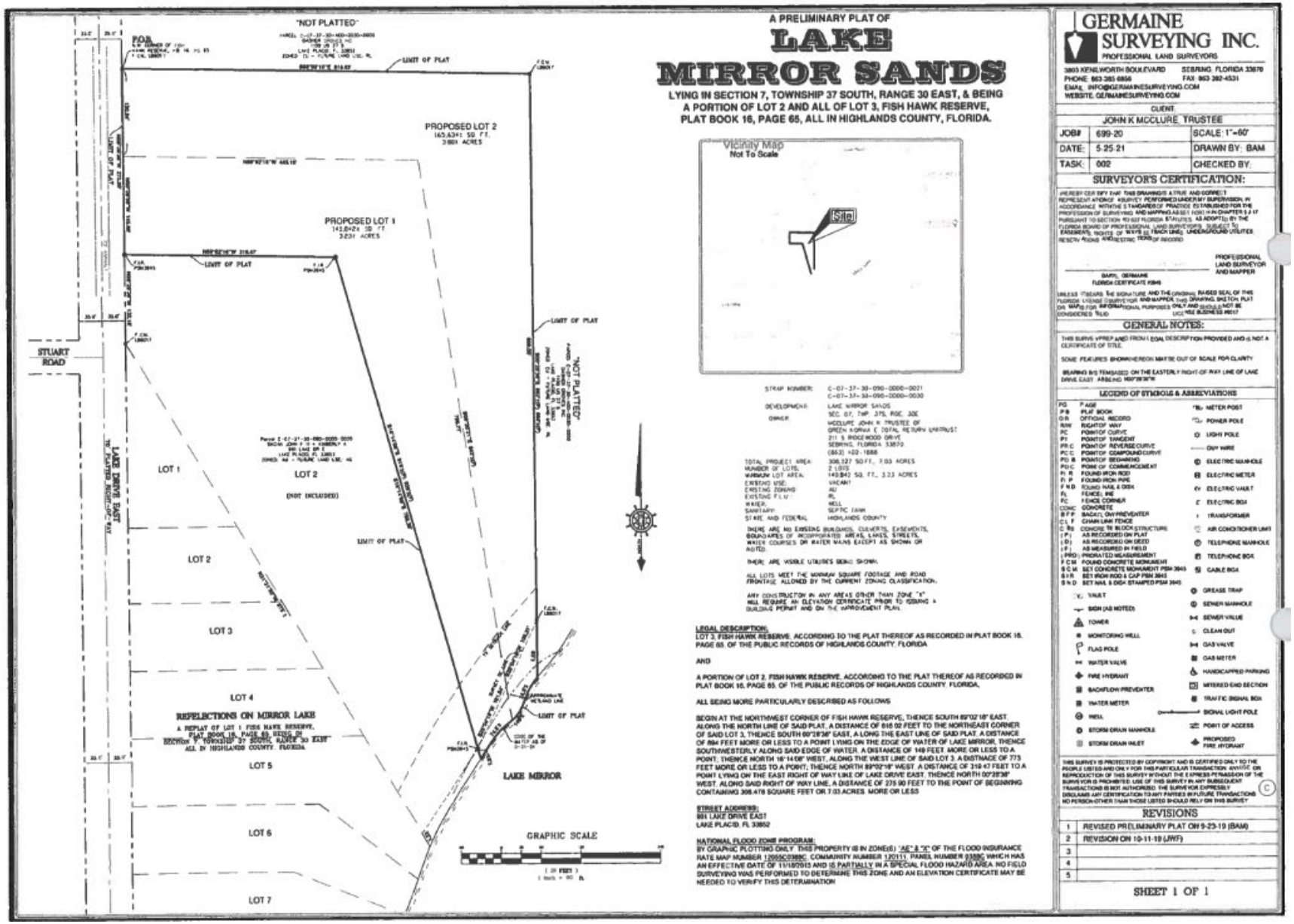

Site Location
M1S
SIRENA AVE
SNELL ST
STUART RD
LAKE DR E
EUPD
EU
AU
Mirror
N
0 95 190 380 Feet
PROPOSED ZONING
P&Z 2119

Exhibit 5:


A PRELIMINARY PLAT OF
LAKE MIRROR SANDS
LYING IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 30 EAST, & BEING A PORTION OF LOT 2 AND ALL OF LOT 3, FISH HAWK RESERVE, PLAT BOOK 16, PAGE 65, ALL IN HIGHLANDS COUNTY, FLORIDA.
"NOT PLATTED"
P.O.B.
LIMIT OF PLAT
PROPOSED LOT 2
165,634± SQ. FT.
3.801 ACRES
PROPOSED LOT 1
143,842± SQ. FT.
3.231 ACRES
STUART ROAD
LAKE DRIVE EAST
LOT 1
LOT 2
(NOT INCLUDED)
LOT 3
LOT 4
REFLECTIONS ON MIRROR LAKE
A REPLAT OF LOT 1 FISH HAWK RESERVE, PLAT BOOK 16, PAGE 65, BEING IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 30 EAST ALL IN HIGHLANDS COUNTY, FLORIDA.
LOT 5
LOT 6
LOT 7
LAKE MIRROR
GRAPHIC SCALE
Vicinity Map
Not To Scale
STRAP NUMBER:
DEVELOPER:
OWNER:
TOTAL PROJECT AREA:
NUMBER OF LOTS:
MINIMUM LOT AREA:
EXISTING USE:
EXISTING ZONING
EXISTING FLU:
WATER:
SANITARY:
STATE AND FEDERAL:
LEGAL DESCRIPTION:
LOT 3, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
AND
A PORTION OF LOT 2, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,
ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
STREET ADDRESS:
801 LAKE DRIVE EAST
LAKE PLACID, FL 33852
NATIONAL FLOOD ZONE PROGRAM:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE: 863 385-6856
FAX: 863 382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM
CLIENT
JOHN K MCCLURE, TRUSTEE
JOB# 699-20
SCALE: 1"=60'
DATE: 5-25-21
DRAWN BY: BAM
TASK: 002
CHECKED BY:
SURVEYOR'S CERTIFICATION:
PROFESSIONAL LAND SURVEYOR AND MAPPER
GENERAL NOTES:
LEGEND OF SYMBOLS & ABBREVIATIONS
REVISIONS
1 REVISED PRELIMINARY PLAT ON 9-23-19 (BAM)
2 REVISION ON 10-11-19 (JWF)
SHEET 1 OF 1

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** AU
**Zoning change to:** EU-PD

***Note:*** *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

**********

Project # 22110015

**SECTION I: STAFF USE ONLY:**

**P&Z Hearing Number:** PBZ 2119 **Date of Application:** 11/16/22
**Amount of Fee: $** 1,950 **Receipt No.:** 400000000265 **Tax Map No.:** 139-C
**Hearing Dates: LP:** _____ **P&Z:** 01/10/22 **BCC:** 02/21/23

**********

**This application has been reviewed for completeness and determined sufficient:**

_____ 11/18/2022
**Zoning Supervisor** **Date**

**********

**SECTION II: APPLICANT & PROPERTY INFORMATION:**

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** JOHN K. McCLURE AS TRUSTEE OF THE NORMA E. GREEN TOTAL RETURN UNITRUST dated November 14, 2018
   **Mailing Address:** 211 S. RIDGEWOOD DRIVE, SEBRING, FL 33870
   **Telephone No.:** 863-402-1888 **E-Mail Address:** john@jkmpa.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   **Print Name:** SWAINE HARRIS & WOHL, PA, attn: Shannon L Nash
   **Mailing Address:** 425 S COMMERCE AVE, SEBRING FL 33870
   **Telephone No.:** 863-385-1549 **E-Mail Address:** shannon@heartlandlaw.com

**NOTARIZED AUTHORIZATION:**

☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

☒ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached.

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C-07-37-30-090-0000-0030 **STRAP #:**C-_____
   **STRAP #:**C-07-37-30-090-0000-0021 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   1001 Lake Drive E., Lake Placid, FL 33852 + not assigned (-0021)
   (-0030)

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
   **Are the Zoning and Comprehensive Plan Consistent?** ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) ~616.02 (max – irregular) feet, (depth) ~ 882 (max – irregular) feet, street frontage 275.9 feet, water frontage 149 feet, **Total acres** 7.03
   **If different from the total acreage,** the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes,** what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____
   **If multiple units,** the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ■Yes ☐No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

| | Existing Uses | FLUM Designations | Zoning Districts |
|---|---|---|---|
| **North** | Groves Vacant | RL | EU |
| **South** | Single Family / Lake | RL | EU |
| **East** | Groves Vacant | RL | EU |
| **West** | Mobile homes/single family | RM | M1S |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
    Rezone to EU, necessary for replat Properties are in the LPRP. Will require rezone to EU PD.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    Two principal dwelling units

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building ~~N/A~~ TBD divided by Parcel size _____ = FAR _____%

**********

**SECTION V: ADDITIONAL INFORMATION REQUIRED:** 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ■No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ■No

**If Yes,** the wastewater treatment system requirements will be accommodated by the _____ system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the COUNTY'S 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: _____
TBD – will conform with required level of service

**Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ■No
**If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III _____.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? **■Yes ☐No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? **☐Yes ■No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Exhibit

Legal Description

A portion of Lot 2, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida, being more particularly described as follows:

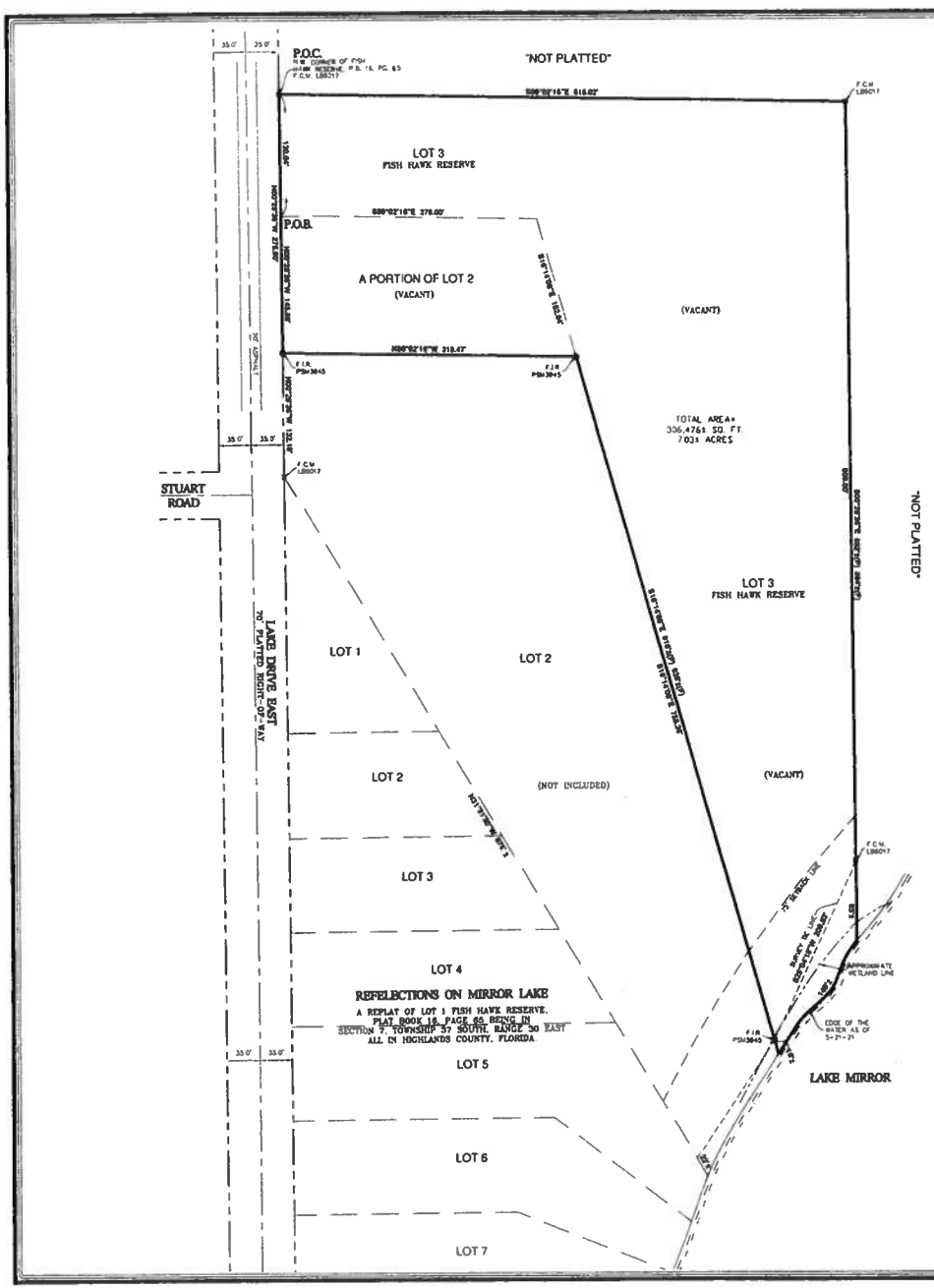
Commence at the Northwest corner of Fish Hawk Reserve; thence South 00°28'36" East, along the East right of way line of Lake Drive East, a distance of 130.04 feet to the Northwest corner of said Lot 2 and to the Point of Beginning of said tract; thence South 89°02'16" East, along the North line of said Lot 2, a distance of 278.00 feet to the Northeast corner of said Lot 2; thence South 16°14'08" East, along the Easterly line of said Lot 2, a distance of 152.64 feet; thence North 89°02'16" West, a distance of 319.47 feet to a point lying on the East right of way line of Lake Drive East; thence North 00°28'36" West, along said right of way line, a distance of 145.86 feet to the Point of Beginning.

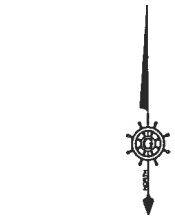
(C-07-37-30-090-0000-0021)

AND

Lot 3, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida.

(C-07-37-30-090-0000-0030)



GRAPHIC SCALE

( IN FEET )
1 inch = 60 ft.

LINE TABLE

| | |
|---|---|
| BOUNDARY | |
| TIE LINE | |
| LOT LINE | |
| BUILDING | |
| CENTERLINE | |
| RIGHT OF WAY | |

## BOUNDARY SURVEY

**LEGAL DESCRIPTION:**
LOT 3, FISH HAWK RESERVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

A PORTION OF LOT 2, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF FISH HAWK RESERVE, THENCE SOUTH 00°28'36" EAST, ALONG THE EAST RIGHT OF WAY LINE OF LAKE DRIVE EAST, A DISTANCE OF 130.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING OF SAID TRACT; THENCE SOUTH 89°02'16" EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 278.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 19°14'08" EAST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 152.64 FEET; THENCE NORTH 89°02'16" WEST, A DISTANCE OF 319.47 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF LAKE DRIVE EAST; THENCE NORTH 00°28'36" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 145.86 FEET TO THE POINT OF BEGINNING. CONTAINING 43,560 SQUARE FEET OR 1.00 ACRES, MORE OR LESS

**STREET ADDRESS:**
991 LAKE DRIVE EAST
LAKE PLACID, FL 33852


**GERMAINE SURVEYING INC.**
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD SEBRING, FLORIDA 33870
PHONE: 863-385-6856 FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM


CLIENT:
McCLURE & LOBOZZO (SEBRING)

| | | | |
|---|---|---|---|
| JOB# | 699-20 | SCALE: | 1" = 60' |
| DATE: | 5-21-21 | DRAWN BY: | BAM |
| TASK: | 002 | CHECKED BY: | |

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3845

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND/OR ORIGINAL SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #6617

### GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY

BEARING SYSTEM BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE DRIVE EAST, AS BEING N00°28'36"W

### LEGEND OF SYMBOLS & ABBREVIATIONS

| | | | |
|---|---|---|---|
| PG | PAGE | | METER POST |
| P B | PLAT BOOK | | POWER POLE |
| O R | OFFICIAL RECORD | | LIGHT POLE |
| R/W | RIGHT OF WAY | | GUY WIRE |
| P C | POINT OF CURVE | | ELECTRIC MANHOLE |
| P T | POINT OF TANGENT | | ELECTRIC METER |
| P R C | POINT OF REVERSE CURVE | | ELECTRIC VAULT |
| P C C | POINT OF COMPOUND CURVE | | ELECTRIC BOX |
| P O B | POINT OF BEGINNING | | TRANSFORMER |
| P O C | POINT OF COMMENCEMENT | | AIR CONDITIONER UNIT |
| F I R | FOUND IRON ROD | | TELEPHONE MANHOLE |
| F I P | FOUND IRON PIPE | | TELEPHONE BOX |
| F N D | FOUND NAIL & DISK | | CABLE BOX |
| F L | FENCE LINE | V | GREASE TRAP |
| F C | FENCE CORNER | | SEWER MANHOLE |
| CONC | CONCRETE | | SEWER VALVE |
| B F P | BACK FLOW PREVENTER | | CLEAN OUT |
| C L F | CHAIN LINK FENCE | | GAS VALVE |
| C B S | CONCRETE BLOCK STRUCTURE | | GAS METER |
| ( P ) | AS RECORDED ON PLAT | | HANDICAPPED PARKING |
| ( D ) | AS RECORDED ON DEED | | MITERED END SECTION |
| ( F ) | AS MEASURED IN FIELD | | TRAFFIC SIGNAL BOX |
| ( PRO ) | PRORATED MEASUREMENT | | SIGNAL LIGHT POLE |
| F C M | FOUND CONCRETE MONUMENT | | SIGNAL LIGHT |
| S C M | SET CONCRETE MONUMENT PSM 3945 | | POINT OF ACCESS |
| S I R | SET IRON ROD & CAP PSM 3945 | | |
| S N D | SET NAIL & DISK STAMPED PSM 3945 | | |
| V | VAULT | | |
| | SIGN (AS NOTED) | | |
| | TOWER | | |
| | MONITORING WELL | | |
| | FLAG POLE | | |
| | WATER VALVE | | |
| | FIRE HYDRANT | | |
| | BACKFLOW PREVENTER | | |
| | WATER METER | | |
| | WELL | | |
| | STORM DRAIN MANHOLE | | |
| | STORM DRAIN INLET | | |


THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY


### REVISIONS

| | |
|---|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

**SHEET 1 OF 1**

# RESOLUTION NO. 22-23-___

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-07-37-30-090-0000-0030 and C-07-37-30-090-0000-0021; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0030 and C-07-37-30-090-0000-0021 (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 Modification.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0030 and C-07-37-30-090-0000-0021 and more particularly described as:

> A portion of Lot 2, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida, being more particularly described as follows:
>
> Commence at the Northwest corner of Fish Hawk Reserve; thence South 00°28'36" East, along the East right of way line of Lake Drive East, a distance of 130.04 feet to the Northwest corner of said Lot 2 and to the Point of Beginning of said tract; thence South 89°02'16" East, along the North line of said Lot 2, a distance of 278.00 feet to the Northeast corner of said Lot 2; thence South 16°14'08" East, along the Easterly line of said Lot 2, a distance of 152.64 feet; thence North 89°02'16" West, a distance of 319.47 feet to a point lying on the East right of way line of Lake Drive East; thence North 00°28'36" West, along said right of way line, a distance of 145.86 feet to the Point of Beginning.
>
> (C-07-37-30-090-0000-0021)
>
> AND
>
> Lot 3, Fish Hawk Reserve, according to the plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida.
>
> (C-07-37-30-090-0000-0030)

is hereby changed from Agricultural District (AU) to Estate Planned Development District (EU PD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Estate Planned Development District (EU PD).

**SECTION 3. General Condition, Restrictions and Limitations.** This EU PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.201 and 12.05.290 of the Code of Ordinances, Highlands County, Florida (hereinafter referred to as the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD District shall be the EU District and any use or allowance not specified herein will be as defined in the EU District as provided in Section 12.05.201 of the Code of Ordinances, Highlands County, Florida.
2. This EU PD shall allow for keeping or pasturing of five fowl or one hoofed animal or livestock per acre, as an ancillary use to a permitted use. Structures for the raising of fowl, hoofed animals, or livestock shall not be placed or permitted within 100 feet of any dwelling under separate ownership or within

50 feet of any lot line, provided, however, that structures which are located and begin use in conformity with these requirements shall not become in violation due to construction of a dwelling under separate ownership on nearby lands.

3. The approved site plan for this EU PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as "Exhibit A". The property shall be subject to the County Code for final site plan approval.

**SECTION 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 _____, 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 _____ day of _____ 20____.

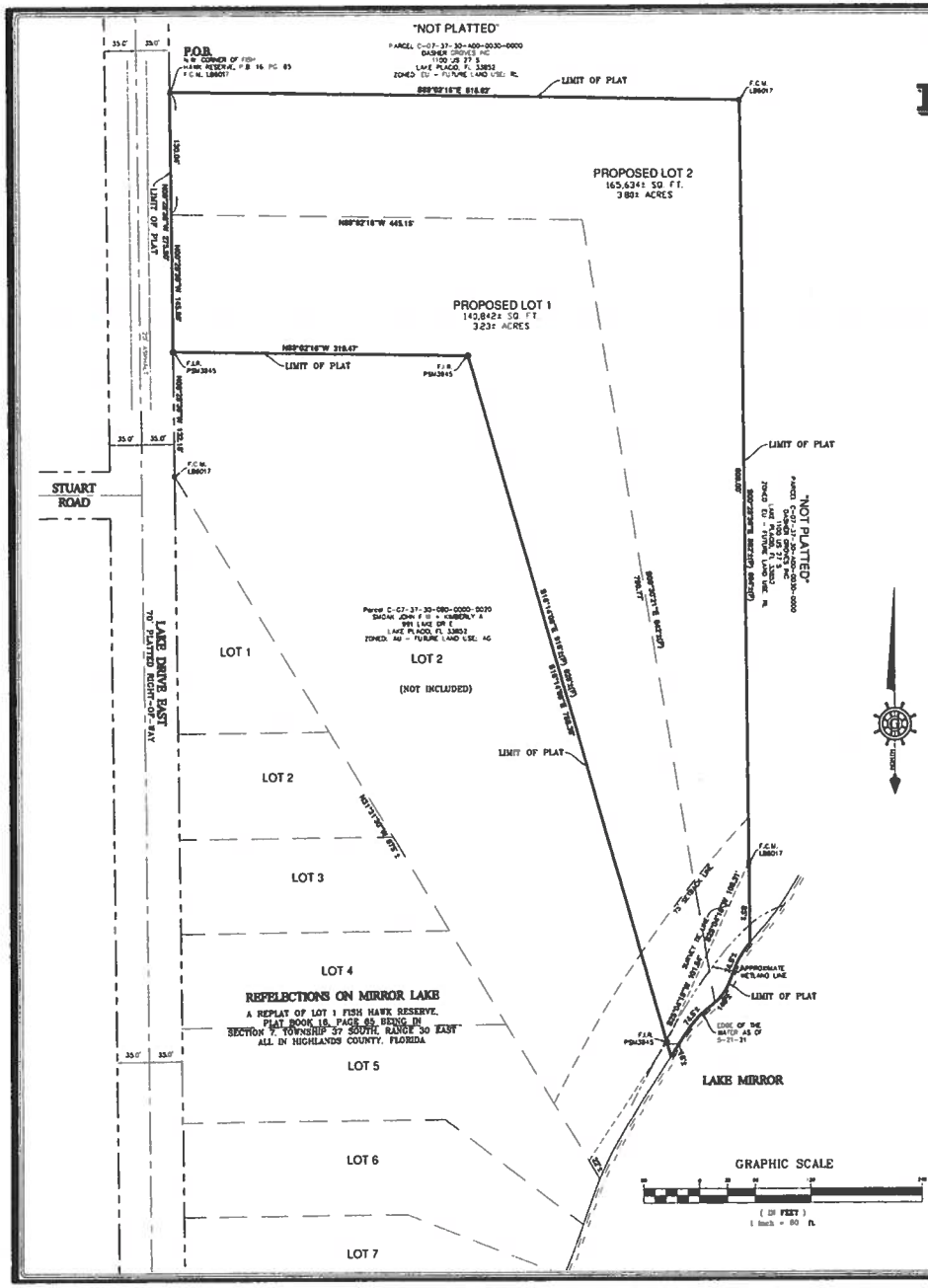
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
_____, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

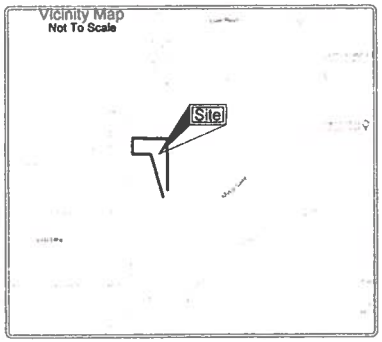
**"Exhibit A" – PD Conceptual Site Plan**




A PRELIMINARY PLAT OF

# LAKE MIRROR SANDS

LYING IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 30 EAST, & BEING A PORTION OF LOT 2 AND ALL OF LOT 3, FISH HAWK RESERVE, PLAT BOOK 16, PAGE 65, ALL IN HIGHLANDS COUNTY, FLORIDA.




| | |
|---|---|
| STRAP NUMBER: | C-07-37-30-090-0000-0021<br>C-07-37-30-090-0000-0030 |
| DEVELOPMENT: | LAKE MIRROR SANDS |
| OWNER: | SEC. 07, TWP. 37S, RGE. 30E<br>MCCLURE JOHN K TRUSTEE OF<br>GREEN NORMA E TOTAL RETURN UNITRUST<br>211 S RIDGEWOOD DRIVE<br>SEBRING, FLORIDA 33870<br>(863) 402-1888 |
| TOTAL PROJECT AREA: | 308,227 SQ.FT., 7.03 ACRES |
| NUMBER OF LOTS: | 2 LOTS |
| MINIMUM LOT AREA: | 140,842 SQ. FT., 3.23 ACRES |
| EXISTING USE: | VACANT |
| EXISTING ZONING: | AU |
| EXISTING F.L.U.: | RL |
| WATER: | WELL |
| SANITARY: | SEPTIC TANK |
| STATE AND FEDERAL: | HIGHLANDS COUNTY |

THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES OR WATER MAINS EXCEPT AS SHOWN OR NOTED.

THERE ARE VISIBLE UTILITIES BEING SHOWN.

ALL LOTS MEET THE MINIMUM SQUARE FOOTAGE AND ROAD FRONTAGE ALLOWED BY THE CURRENT ZONING CLASSIFICATION.

ANY CONSTRUCTION IN ANY AREAS OTHER THAN ZONE "X" WILL REQUIRE AN ELEVATION CERTIFICATE PRIOR TO ISSUING A BUILDING PERMIT AND ON THE IMPROVEMENT PLAN.

**LEGAL DESCRIPTION:**
LOT 3 FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

A PORTION OF LOT 2, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF FISH HAWK RESERVE, THENCE SOUTH 89°02'16" EAST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 616.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 00°28'36" EAST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 894 FEET MORE OR LESS TO A POINT LYING ON THE EDGE OF WATER OF LAKE MIRROR, THENCE SOUTHWESTERLY ALONG SAID EDGE OF WATER, A DISTANCE OF 149 FEET, MORE OR LESS TO A POINT, THENCE NORTH 16°14'06" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 773 FEET MORE OR LESS TO A POINT; THENCE NORTH 89°02'16" WEST, A DISTANCE OF 319.47 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF LAKE DRIVE EAST, THENCE NORTH 00°28'36" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 275.90 FEET TO THE POINT OF BEGINNING CONTAINING 308,478 SQUARE FEET OR 7.03 ACRES, MORE OR LESS

**STREET ADDRESS:**
991 LAKE DRIVE EAST
LAKE PLACID, FL 33852

**NATIONAL FLOOD ZONE PROGRAM:**
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE(S) "AE" & "X" OF THE FLOOD INSURANCE RATE MAP NUMBER 12055C0388C, COMMUNITY NUMBER 120111, PANEL NUMBER 0388C WHICH HAS AN EFFECTIVE DATE OF 11/18/2015 AND IS PARTIALLY IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION


GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD SEBRING, FLORIDA 33870
PHONE: 863 385-6856 FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM


CLIENT:
JOHN K MCCLURE, TRUSTEE

| | | | |
|---|---|---|---|
| JOB# | 699-20 | SCALE: | 1"=60' |
| DATE: | 5-25-21 | DRAWN BY: | BAM |
| TASK: | 002 | CHECKED BY: | |

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, SUBJECT TO EASEMENTS, RIGHTS OF WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD.

PROFESSIONAL LAND SURVEYOR AND MAPPER
GARY L. GERMAINE
FLORIDA CERTIFICATE #3845

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #6017

## GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

BEARING SYSTEM BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE DRIVE EAST, AS BEING N00°28'36"W

## LEGEND OF SYMBOLS & ABBREVIATIONS

| | | | |
|---|---|---|---|
| PG | PAGE | | METER POST |
| PB | PLAT BOOK | | POWER POLE |
| OR | OFFICIAL RECORD | | |
| R/W | RIGHT OF WAY | | |
| PC | POINT OF CURVE | | LIGHT POLE |
| PT | POINT OF TANGENT | | |
| PRC | POINT OF REVERSE CURVE | | GUY WIRE |
| PCC | POINT OF COMPOUND CURVE | | |
| POB | POINT OF BEGINNING | | ELECTRIC MANHOLE |
| POC | POINT OF COMMENCEMENT | | |
| FIR | FOUND IRON ROD | | ELECTRIC METER |
| FIP | FOUND IRON PIPE | | |
| FND | FOUND NAIL & DISK | | ELECTRIC VAULT |
| FL | FENCE LINE | | |
| FC | FENCE CORNER | | ELECTRIC BOX |
| CONC | CONCRETE | | |
| BFP | BACKFLOW PREVENTER | | TRANSFORMER |
| CLF | CHAIN LINK FENCE | | |
| CBS | CONCRETE BLOCK STRUCTURE | | AIR CONDITIONER UNIT |
| (P) | AS RECORDED ON PLAT | | |
| (D) | AS RECORDED ON DEED | | TELEPHONE MANHOLE |
| (F) | AS MEASURED IN FIELD | | |
| (PRO) | PRORATED MEASUREMENT | | TELEPHONE BOX |
| FCM | FOUND CONCRETE MONUMENT | | |
| SCM | SET CONCRETE MONUMENT PSM 3845 | | CABLE BOX |
| SIR | SET IRON ROD & CAP PSM 3845 | | |
| SND | SET NAIL & DISK STAMPED PSM 3845 | | |
| | VAULT | | GREASE TRAP |
| | SIGN (AS NOTED) | | SEWER MANHOLE |
| | TOWER | | SEWER VALVE |
| | MONITORING WELL | | CLEAN OUT |
| | FLAG POLE | | GAS VALVE |
| | WATER VALVE | | GAS METER |
| | FIRE HYDRANT | | HANDICAPPED PARKING |
| | BACKFLOW PREVENTER | | MITERED END SECTION |
| | WATER METER | | TRAFFIC SIGNAL BOX |
| | WELL | | SIGNAL LIGHT POLE |
| | STORM DRAIN MANHOLE | | POINT OF ACCESS |
| | STORM DRAIN INLET | | PROPOSED FIRE HYDRANT |


THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY. (C)


## REVISIONS

| | |
|---|---|
| 1 | REVISED PRELIMINARY PLAT ON 9-23-19 (BAM) |
| 2 | REVISION ON 10-11-19 (JWF) |
| 3 | |
| 4 | |
| 5 | |

SHEET 1 OF 1

PD Site Plan

**Highlands County, Florida**
**Development Services Department Application**

**OWNER'S AFFIDAVIT**

I, JOHN K. McCLURE AS TRUSTEE, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. JM

OR

An appointment is required before entering the property. _____

JOHN K. McCLURE AS TRUSTEE
Print Name of Owner

John K. McClure
Signature of Owner

211 S. Ridgewood Drive
Address: Number and Street (P.O. Box)

Sebring FL 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of November, 2022, by John K. McClure who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Marcia Vega
Signature

Marcia Vega
Print Name

MARCIA CHRISTINE VEGA
Notary Public - State of Florida
Commission # HH 236426
My Comm. Expires Jun 28, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: June 28, 2026

**Highlands County, Florida**
**Development Services Department Application**

## AGENT'S AFFIDAVIT

I, Shannon L. Nash of Swaine, Harris & Wohl, PA, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Shannon L. Nash of Swaine, Harris & Wohl PA
Print Name of Agent

Shannon Nash
Signature of Agent

425 S Commerce Ave
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of November, 2022, by Shannon L. Nash who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Marcella S Sebring
Signature

Marcella S Sebring
Print Name

Notary Public, State of Florida
My Commission Expires: _____

MARCELLA S. SEBRING
MY COMMISSION # HH 237448
EXPIRES: May 21, 2026

**Highlands County, Florida**
**Development Services Department Application**

**FORM B. Applicant Authorization to Agent**

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Swaine, Harris & Wohl, PA / Shannon Nash to be my agent for this application.

JOHN K. McCLURE AS TRUSTEE
Print Name of Applicant

John McClure, TT
Signature of Applicant

211 S. Ridgewood Drive
Address: Number and Street (P.O. Box)

~~Sebring~~, FL 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of November, 2022, by JOHN K. McCLURE AS TRUSTEE who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

MARCIA CHRISTINE VEGA
Notary Public - State of Florida
Commission # HH 236426
My Comm. Expires Jun 28, 2026
Bonded through National Notary Assn.

Signature

Marcia Vega
Print Name

Notary Public, State of Florida
My Commission Expires: June 28, 2026

# TOWN OF LAKE PLACID

June 13, 2022

Swaine, Harris & Wohl, P.A
425 South Commerce Av
Sebring, Fl 33870

Attn: Shannon Nash

Re: Water & Wastewater Availability/Capacity 1001 Lake Drive E, Lake Placid Fl
Parcel Nos. C-07-37-30-090-0000-0030 and C-07-37-30-090-0000-0021

To Whom It May Concern,

This letter is confirmation that the Town of Lake Placid has no water or wastewater service available at this time for the above property. There are plans in the works for a wastewater force main to pass by the property and possibly water but neither of those will be available within a year.

Please contact me if you have any questions.

Respectfully,

*Kevin McCarthy*
*Director of Utilities*

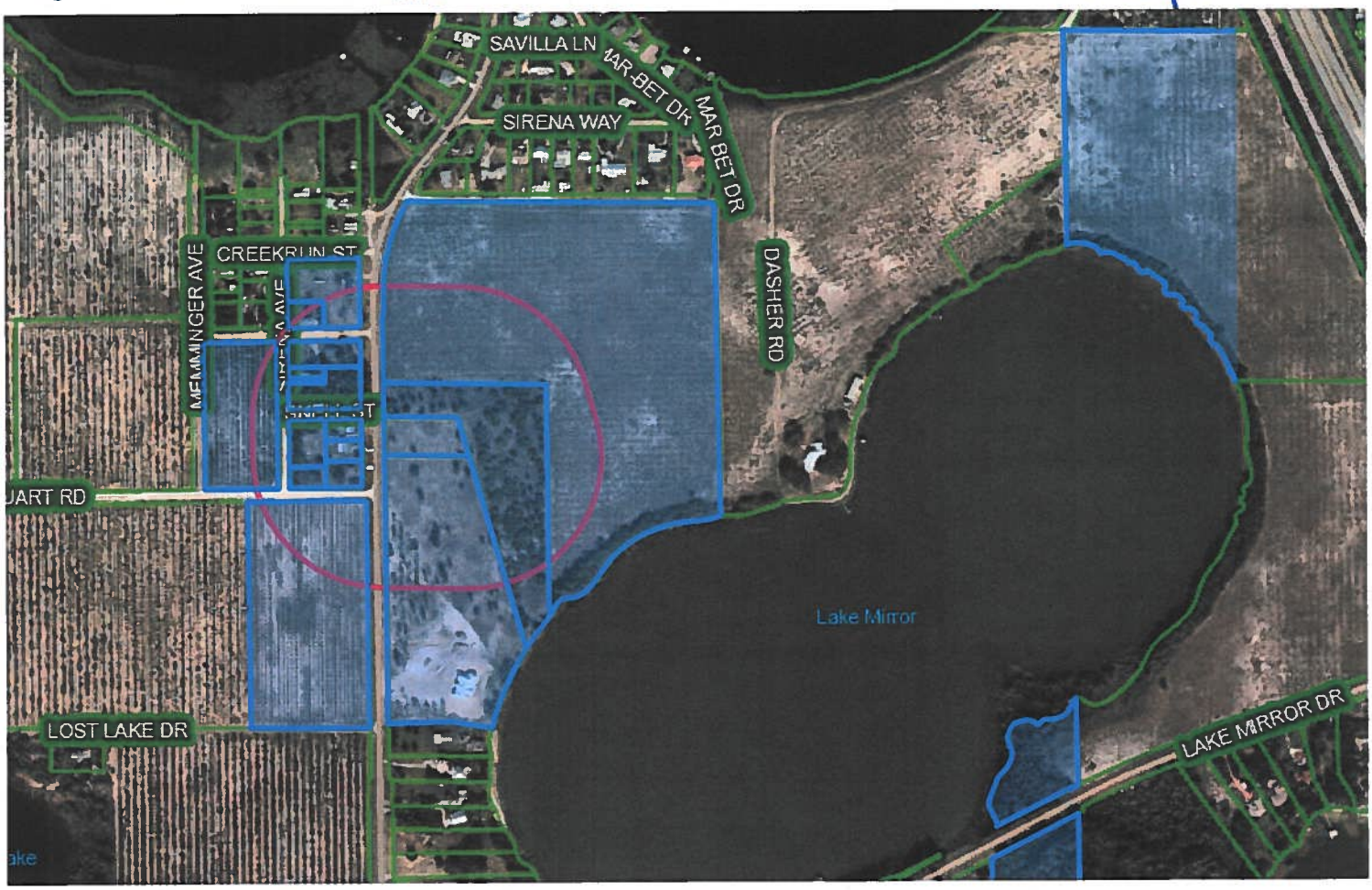
Lake Placid Town Hall
Telephone 863-699-3747

1069 US 27 North
Fax 863-699-3749

Lake Placid, Florida 33852
http://www.lakeplacidfl.net

500' Buffer map

## Highlands County Property Appraiser




### C-07-37-30-090-0000-0021

https://www.hcpao.org/Search/Parcel/303707090000000021C

, FL

**Owners**
NORMA E GREEN TOTAL RETURN UNITRUST
MCCLURE JOHN K TTEE

**Mailing Address**
211 S RIDGEWOOD DR
SEBRING, FL 33870

**Legal Description**
FISH HAWK RESERVE
PB 16-PG 65
NLY 145.86 FT OF LOT 2
1 ACRE

**DOR Code:** 00 - VACANT
**Neighborhood Code:** 3268 - LAKE MIRROR

Property owners

***500 Foot Buffer***

| Parcel ID | Site Address | Owner Name | Address 1 | City | State | Postal Code |
|---|---|---|---|---|---|---|
| C-36-36-29-090-0380-0000 | 4 STUART RD | REYNOLDS CHARLES L JR TRUST | 521 LAKE FRANCIS RD | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00D0-0010 | 976 LAKE DR E | BARAJAS SALVADOR | 1025 DEARING ST | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00D0-0180 | 21 OMAHUNDRA ST | GAMEZ ANGELICA | 201 FILMORE AV | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00E0-0010 | 16 OMAHUNDRA ST | VASQUEZ ROBERTO | 16 OMAHUNDRA ST | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00E0-0110 | 58 SIRENA AVE | MERLO AGUSTIN | 1567 OAK AV | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00E0-0120 | 980 LAKE DR E | BARAJAS RICARDO + GAMEZ ANGELICA | 201 FILLMORE AV | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00E0-0150 | 60 SIRENA AVE | BAKER MARY E + SIMMONS ELIZABETH B | P O BOX 98 | LAKE PLACID | FL | 33862 |
| C-12-37-29-010-00F0-0010 | 30 OMAHUNDRA ST | REYNOLDS CHARLES L JR CUSTODIAN FOR TAYLOR ANA REGIN + TAYLOR FINNIGAN REYNOLDS | 521 LAKE FRANCIS RD | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00H0-0010 | 982 LAKE DR E | BARAJAS YOLANDA + BARAJAS JUAN | P O OX 2997 | LAKE PLACID | FL | 33862 |
| C-12-37-29-010-00H0-0020 | 70 SIRENA AVE E | NOBLES VICTOR DANIEL | P O BOX 3289 | LAKE PLACID | FL | 33862 |
| C-12-37-29-010-00H0-0090 | 986 LAKE DR E | RAMOS ISMAEL | 1534 CEDARBROOK ST | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00H0-0170 | 990 LAKE DR E | PRESCOTT DICIA HICKEY | 990 LAKE DR E | LAKE PLACID | FL | 33852 |
| C-12-37-29-010-00H0-0190 | 82 SIRENA AVE | BASS SAUNDRA H | 807 LAKE BETTY DR | LAKE PLACID | FL | 33852 |
| C-07-37-30-090-0000-0020 | 991 LAKE DR E | SMOAK JOHN F III + KIMBERLY A | 991 LAKE DR E | LAKE PLACID | FL | 33852 |
| C-07-37-30-090-0000-0021 | | NORMA E GREEN TOTAL RETURN UNITRUST MCCLURE JOHN K TTEE | 211 S RIDGEWOOD DR | SEBRING | FL | 33870 |
| C-07-37-30-090-0000-0030 | 1001 LAKE DR E | MCCLURE JOHN K TRUSTEE OF GREEN NORMA E TOTAL RETURN UNITRUST | 211 S RIDGEWOOD DR | SEBRING | FL | 33870 |
| C-07-37-30-A00-0030-0000 | 1100 US 27 S | DASHER GROVES INC | P O BOX 68 | WAUCHULA | FL | 33873 |

applicant

# Zoning

6/10/2022, 9:38:22 AM

Site Addresses (Hosted REST Service)
- Current
- Vacant

Zoning
- AU
- EU
- M1S
- R1
- R1A

Road Maintenance
- COUNTY PAVED ROAD
- COUNTY UNPAVED ROAD
- PUBLIC R/W NON-COUNTY UNPAVED
- PRIVATE ROAD

Tax Parcels

County Boundary

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

State of Florida, Maxar |

# RESOLUTION NO. 22-23-67

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-07-37-30-090-0000-0021 AND C-07-37-30-090-0000-0030; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0021 and C-07-37-30-090-0000-0030 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering diversified housing objectives; and

**WHEREAS,** the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-07-37-30-090-0000-0021 and C-07-37-30-090-0000-0030 and more particularly described as:

> A portion of Lot 2, Fish Hawk Reserve, according to the Plat thereof as recorded in Plat Book 16, Page 65 of the Public Records of Highlands County, Florida, being more particularly described as follows:
>
> Commence at the Northwest corner of Fish Hawk Reserve; thence South 00*28'36" East, along the East right of way line of Lake Drive East, a distance of 130.04 feet to the Northwest corner of said Lot 2 and to the Point of Beginning of said tract; thence South 89*02'16" East, along the North line of said Lot 2, a distance of 278.00 feet to the Northeast corner of said Lot 2; thence South 16*14'08" East, along the Easterly line of said Lot 2, a distance of 152.64 feet; thence North 89*02'16" West, a distance of 319.47 feet to a point lying on the East right of way line of Lake Drive East; thence North 00*28'36" West, along said right of way line, a distance of 145.86 feet to the Point of Beginning.
>
> And
>
> Lot 3, Fish Hawk Reserve, according to the Plat thereof as recorded in Plat Book 16, Page 65, of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Estate District with a Planned Development (EU PD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Estate District with a Planned Development (EU PD).

**SECTION 3. General Condition, Restrictions and Limitations.** This EU PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.201 and 12.05.290 of the Highlands County Code of Ordinances ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD District shall be the EU District and any use or allowance not specified herein will be as defined in the EU District, Section 12.05.201 of the Code.
2. This EU PD shall allow for keeping or pasturing of up to five (5) fowl per lot and one (1) hooved animal/livestock per acre, as an ancillary use to a permitted principal use. Structures for the raising of fowl, hooved animals, or livestock shall not be placed or permitted within 100 feet of a dwelling under separate ownership or within 50 feet of any lot line, provided, however, that structures which are constructed in conformity with these requirements shall not be considered in violations due to subsequent construction of a dwelling under separate ownership on nearby lands so long as a building permit is obtained

for such construction.

3. The conceptual site plan for this EU PD, is attached hereto as **"Exhibit A"**; as required by Section 12.05.290 of the Code; however, the Property shall be subject to the Code for plat approval.

**SECTION 4. Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 5. Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2119, 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 Highlands County Ordinance 22-23-17, adopting a small-scale comprehensive plan amendment, CPA-23-613SS, changing the land use designation on the Property from Agriculture, AG, to Low Density Residential, RL.

**DONE AND ADOPTED**, this 21st day of February 2023.

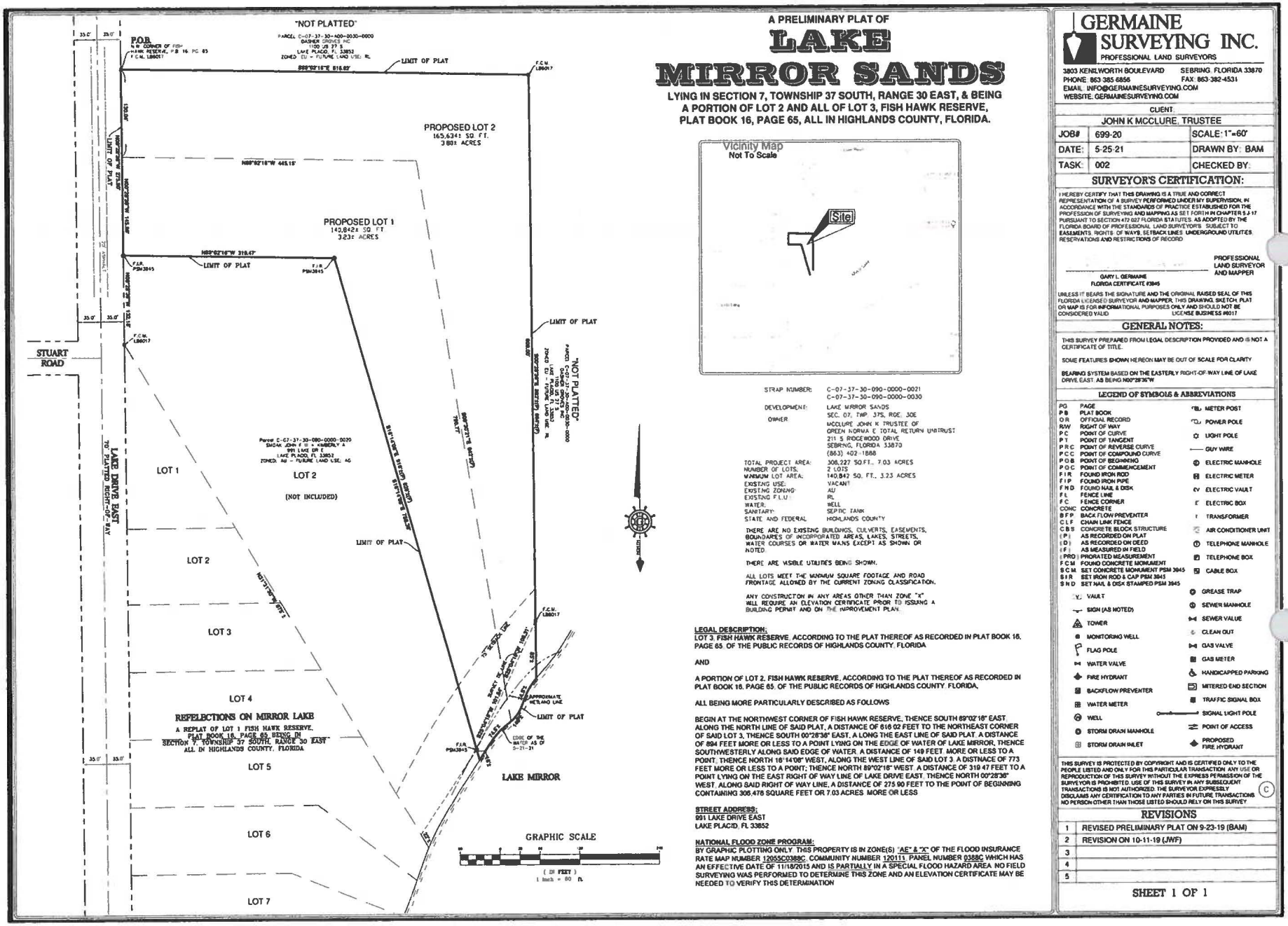
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

# "Exhibit A" – PD Conceptual Site Plan




A PRELIMINARY PLAT OF

# LAKE MIRROR SANDS

LYING IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 30 EAST, & BEING A PORTION OF LOT 2 AND ALL OF LOT 3, FISH HAWK RESERVE, PLAT BOOK 16, PAGE 65, ALL IN HIGHLANDS COUNTY, FLORIDA.




| | |
|---|---|
| STRAP NUMBER: | C-07-37-30-090-0000-0021<br>C-07-37-30-090-0000-0030 |
| DEVELOPMENT: | LAKE MIRROR SANDS |
| OWNER | SEC. 07, TWP. 37S, RGE. 30E<br>MCCLURE JOHN K TRUSTEE OF<br>OREEN NORMA E TOTAL RETURN UNITRUST<br>211 S ROOSEWOOD DRIVE<br>SEBRING, FLORIDA 33870<br>(863) 402-1888 |
| TOTAL PROJECT AREA: | 306,227 SQ.FT., 7.03 ACRES |
| NUMBER OF LOTS: | 2 LOTS |
| MINIMUM LOT AREA: | 140,842 SQ. FT., 3.23 ACRES |
| EXISTING USE: | VACANT |
| EXISTING ZONING: | AU |
| EXISTING F.L.U.: | RL |
| WATER: | WELL |
| SANITARY: | SEPTIC TANK |
| STATE AND FEDERAL | HIGHLANDS COUNTY |

THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES OR WATER MAINS EXCEPT AS SHOWN OR NOTED.

THERE ARE VISIBLE UTILITIES BEING SHOWN.

ALL LOTS MEET THE MINIMUM SQUARE FOOTAGE AND ROAD FRONTAGE ALLOWED BY THE CURRENT ZONING CLASSIFICATION.

ANY CONSTRUCTION IN ANY AREAS OTHER THAN ZONE "X" WILL REQUIRE AN ELEVATION CERTIFICATE PRIOR TO ISSUING A BUILDING PERMIT AND ON THE IMPROVEMENT PLAN.

**LEGAL DESCRIPTION:**

LOT 3, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

A PORTION OF LOT 2, FISH HAWK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 65, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF FISH HAWK RESERVE; THENCE SOUTH 89°02'16" EAST, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 816.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°28'36" EAST, A LONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 894 FEET MORE OR LESS TO A POINT LYING ON THE EDGE OF WATER OF LAKE MIRROR; THENCE SOUTHWESTERLY ALONG SAID EDGE OF WATER, A DISTANCE OF 149 FEET, MORE OR LESS TO A POINT; THENCE NORTH 16°14'08" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 773 FEET MORE OR LESS TO A POINT; THENCE NORTH 89°02'16" WEST, A DISTANCE OF 319.47 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF LAKE DRIVE EAST; THENCE NORTH 00°28'36" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 275.90 FEET TO THE POINT OF BEGINNING CONTAINING 306,478 SQUARE FEET OR 7.03 ACRES, MORE OR LESS

**STREET ADDRESS:**
931 LAKE DRIVE EAST
LAKE PLACID, FL 33852

**NATIONAL FLOOD ZONE PROGRAM:**
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE(S) "AE" & "X" OF THE FLOOD INSURANCE RATE MAP NUMBER 12055C0388C, COMMUNITY NUMBER 120111, PANEL NUMBER 0388C WHICH HAS AN EFFECTIVE DATE OF 11/18/2015 AND IS PARTIALLY IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION


GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD SEBRING, FLORIDA 33870
PHONE: 863 385-6856 FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM


| CLIENT: JOHN K MCCLURE, TRUSTEE | | |
|---|---|---|
| JOB# | 699-20 | SCALE: 1"=60' |
| DATE: | 5-25-21 | DRAWN BY: BAM |
| TASK: | 002 | CHECKED BY: |

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS OF WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD.

PROFESSIONAL LAND SURVEYOR AND MAPPER

GARY L. GERMAINE
FLORIDA CERTIFICATE #3945

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #6017

**GENERAL NOTES:**

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

BEARING SYSTEM BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE DRIVE EAST, AS BEING N00°28'36"W

**LEGEND OF SYMBOLS & ABBREVIATIONS**

| | | | |
|---|---|---|---|
| PG | PAGE | | METER POST |
| PB | PLAT BOOK | | POWER POLE |
| OR | OFFICIAL RECORD | | LIGHT POLE |
| R/W | RIGHT OF WAY | | GUY WIRE |
| P.C. | POINT OF CURVE | | ELECTRIC MANHOLE |
| P.T. | POINT OF TANGENT | | ELECTRIC METER |
| P.R.C. | POINT OF REVERSE CURVE | | ELECTRIC VAULT |
| P.C.C. | POINT OF COMPOUND CURVE | | ELECTRIC BOX |
| P.O.B. | POINT OF BEGINNING | | TRANSFORMER |
| P.O.C. | POINT OF COMMENCEMENT | | AIR CONDITIONER UNIT |
| F.I.R. | FOUND IRON ROD | | TELEPHONE MANHOLE |
| F.I.P. | FOUND IRON PIPE | | TELEPHONE BOX |
| F.N.D. | FOUND NAIL & DISK | | CABLE BOX |
| F.L. | FENCE LINE | | GREASE TRAP |
| F.C. | FENCE CORNER | | SEWER MANHOLE |
| CONC. | CONCRETE | | SEWER VALVE |
| B.F.P. | BACK FLOW PREVENTER | | CLEAN OUT |
| C.L.F. | CHAIN LINK FENCE | | GAS VALVE |
| C.B.S. | CONCRETE BLOCK STRUCTURE | | GAS METER |
| (P) | AS RECORDED ON PLAT | | HANDICAPPED PARKING |
| (D) | AS RECORDED ON DEED | | MITERED END SECTION |
| (F) | AS MEASURED IN FIELD | | TRAFFIC SIGNAL BOX |
| (PRO) | PRORATED MEASUREMENT | | SIGNAL LIGHT POLE |
| F.C.M. | FOUND CONCRETE MONUMENT | | POINT OF ACCESS |
| S.C.M. | SET CONCRETE MONUMENT PSM 3945 | | PROPOSED FIRE HYDRANT |
| S.I.R. | SET IRON ROD & CAP PSM 3945 | | |
| S.N.D. | SET NAIL & DISK STAMPED PSM 3945 | | |
| | VAULT | | |
| | SIGN (AS NOTED) | | |
| | TOWER | | |
| | MONITORING WELL | | |
| | FLAG POLE | | |
| | WATER VALVE | | |
| | FIRE HYDRANT | | |
| | BACKFLOW PREVENTER | | |
| | WATER METER | | |
| | WELL | | |
| | STORM DRAIN MANHOLE | | |
| | STORM DRAIN INLET | | |


THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY. (C)


**REVISIONS**

| | |
|---|---|
| 1 | REVISED PRELIMINARY PLAT ON 9-23-19 (BAM) |
| 2 | REVISION ON 10-11-19 (JWF) |
| 3 | |
| 4 | |
| 5 | |

SHEET 1 OF 1

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-610SS, for two parcels totaling an approximate 18.29 acres, from Agriculture (AG) to Commercia/Industrial Mixed Use (CI).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment two parcels totaling an approximate 18.29 acres to change the Future Land Use Map from Agriculture (AG) to Commercial/Industrial Mixed Use (CI). The Applicant is proposing to utilize the property for future light industrial development for production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein. The parcel is vacant of structures and contains a citrus grove.

There is a companion request for a zoning change from Agricultural District (AU) to Industrial District with a Conditional Use (I-2 CU), P&Z 2116.

The Planning and Zoning Commission recommended approval of CPA-22-610SS as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Ordinance, CPA-22-610SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.29 acres from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), and transmit CPA-22-610SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-22-610SS for BCC Gelbhauer.pdf
Ordinance CPA-22-610SS Gelbhauer.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Small Scale Comprehensive Plan Amendment | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** CPA-22-610SS | **Case Name:** Gelbhauer Industrial Development on Twitty Road |
| **Agent:** Bert Harris and Polston Engineering | **Property Owners:** Mordechai Gelbhauer |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Change the Future Land Use Map (FLUM) for two parcels totaling an approximate 18.29 acres, from Agriculture (AG) to Commercial/Industrial Mixed Use (CI). This is an update from the original request.

General Location: Two (2) parcels totaling and approximate 18.29 acres located on the east side on Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring

PARCEL ID: C-22-35-29-010-00G0-0130
C-22-35-29-020-0300-0000

**Staff Recommendations and Minutes (continued Page 8):**

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-22-610SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.29 acres from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), and transmit CPA-22-610SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-610SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.29 acres from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), and transmit CPA-22-610SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the February 14, 2023, P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-22-610SS – MORDECHAI GELBHAUER C/O BERT HARRIS, F.K.A. CRUTCHFIELD GROVES, INC. C/O POLSTON ENGINEERING** Two (2) parcels totaling an approximate 18.29 acres located on the east side of Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring; and abbreviated legal description as follows: Two (2) parcels totaling an approximate 18.29 acres located in Section 22, Township 35 South, Range 29 East, Highlands County, Florida.

   The Applicant has updated their request for a small-scale comprehensive plan amendment, to change the future land use map designation from Agriculture (AG) to Commercial/Industrial Mixed Use (CI) instead of the original request of Industrial (I). Mrs. Hunnicutt read the request, and Mrs. Culpepper and Mr. Harris presented the request. There were no letters received for or against the request. No one in the audience spoke against the request, and one member of the audience spoke in favor of the request. Several board members noted that many of the previous concerns had been addressed with the amended request.

   Motion by Mr. Ingler and second by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-610SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.29 acres from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), and transmit CPA-22-610SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 5-0."**

**Supplemental Material/Issue Analysis Report:**

1. **Request:** The Applicant has revised their original request. The matter for consideration is for a change to the Future Land Use Map of two parcels totaling an approximate 18.29 acres, from AG to CI. This is an update from the original request.

   The parcel is vacant of structures and contains a citrus grove. The Applicant is proposing to utilize the property for future industrial development for a concrete mixing plant and mixing of concrete to make building items, such as block, pavers, assembly material, etc., to construct residential and commercial buildings.

   There is a companion request for a zoning change from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), P&Z 2116.

**2. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Citrus Grove | AG | AU |
| Adjacent Property to the North | Citrus Grove | AG | AU |
| Adjacent Property to the South | Citrus Grove | AG | AU |
| Adjacent Property to the East | Citrus Grove | AG | AU |
| Adjacent Property to the West | Citrus Grove | AG | AU |

**3. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.8, Commercial/Industrial (CI).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.242: Business District (B-3), and Section 12.05.290: Planning Development District.

**4. The Application is consistent with the following Goals, Objectives, and/or Policies from Comprehensive Plan:**

**Future Land Use Element**

**Objective 1: Growth Management Strategy:**

**Policy 1.1, General Growth Management Strategy:**

*A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*

*A.4. Use clustering, planned development, transfer of development rights, purchase or volunteer of conservation easements, and density bonuses as the primary methods to preserve the open space characteristics of rural areas, whenever such lands are proposed for development.*

**Policy 1.8, Location Criteria for Industrial Parks and Parks of Commerce:**

*The County shall encourage the location and clustering of major commercial and industrial activities to enhance the comparative advantage of these uses to develop in Highlands County over areas outside the County.*

**Department Comments and Analysis of Petitioner's Proposal:**

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   **Zoning Division:** The staff has no objection to the updated request.

   **Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

   Please note that there are concerns with the existing roadway's lack of right-of-way for the significant improvements needed to Twitty Road. If approved, the County Engineer recommends that a condition be placed on the conditional use that Twitty Road shall be required to comply with the collector roadway standards.

   **Florida Department of Health:** No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Highlands County Natural Resources.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   **A. Natural Features Analysis:**
   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 110 and 115 feet.
   2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
   3. **Surface Waters:** The subject parcel has no surface water areas.
   4. **Vegetative Cover:** The site has been cleared of native vegetation.

   **B. Land Use Analysis:**
   1. **Current Use of Land:** The current use of the land is a citrus grove.
   2. **Vesting Rights:** Not applicable.
   3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
   4. **Proposed FLUM Designation:** The proposed FLUM designation is

Commercial/Industrial Mixed Use

5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 6 persons; 18.29 ÷ 5 acres = 3.66 dwelling units; 3 dwelling units x 2.25 persons = 6.75 persons.
6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.80 FAR.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for the fabrication and manufacture of concrete products including tiny homes, concrete blocks, concrete pavers and similar concrete products.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site does not contain any Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0241C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site access will be on Twitty Road.

5. **Railroad Access:** The site is not located adjacent to railroad tracks or a rail spur.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F.** **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

**G.** **Airports:** The subject property is located approximately 13.3 miles southeast of the Avon Park Executive Airport and 3.6 miles west of the Sebring Regional Airport.

**H.** **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* This property is located in an area where other commercial and industrial activities exist. The property is also indicated to not contain any selected natural resources. Locating this development in this area will minimize the adverse impact on natural resources and ecosystems due to the fact that they have already been disturbed.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The site is in an area with other commercial and industrial activities. Locating these uses together will promote the extension of public infrastructure and services.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The site is located in an area with a mix of uses. Employees would be able to walk or ride their bike to work were they to live in the area. The site is located along Twitty which connects to US 98, which in turn connects to US 27. A shared bikeway is proposed along US 98 and exists on US 27.

(4) *Promotes conservation of water and energy:* This area contains a mix of uses, allowed consumers and employees to travel less thus conserving energy. The intention of this development is to provide

goods to the local community which will also conserve energy by promoting local travel.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The planned development proposes to utilize approximately a quarter of the property thus preserving open space.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The intention of this planned development is for the fabrication and manufacture of concrete products including tiny homes, concrete blocks, concrete pavers and similar concrete products. The residents of the county are currently experiencing difficulties purchasing these types of products in a timely manner.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and not compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

**Historical and Archaeological Clearance:** The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Inconsistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-610SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.29 acres from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), and transmit CPA-22-610SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

**Staff Recommendations and Minutes (continued from Page 1):**

1. **Staff Recommendation to the Board of County Commissioners concerning the P&Z Recommendation:** Move to deny CPA-22-610SS.

2. **Excerpt from the December 20, 2022, DRAFT BCC Minutes and Recommendation to the BCC: "Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-610SS, for two parcels totaling an approximate 18.29 acres, from Agriculture (AG) to Industrial (I).** Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 10B and 10C 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. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Elwell stated no. Commissioner Tuck stated she spoke with Andy Tuck and questioned how she felt about this situation, and it was explained to her what the developers want to do with the property. Commissioner Kirouac stated he was contacted by the applicant himself and spoke to him about his project and spoke to the applicant's counsel Mr. Harris about the project and support for the project. Commissioner Roberts stated he spoke to the applicant's attorney Bert Harris, he talked to two different Planning & Zoning representatives last night on the phone, Rick Ingler and Chip Boring, to get their take regarding these particular items coming before the Board today, pros and cons. Commissioner Campbell stated he spoke with Scott Crutchfield whose family sold this property to the current owner and he also spoke to Mark Howard who is a resident on Red Beach on the north side of 98. County Attorney Sherry Sutphen questioned the commissioners if their disclosures were for both items. All commissioners stated yes.

   Ms. Culpepper read the caption of the proposed Ordinance into the record.

   Ms. Culpepper stated the Planning & Zoning Commission recommended denial of CPA-22-610SS and P&Z Hearing No. 2116 due to the close proximity to residential areas.

   Attorney Bert J. Harris, III, representing the applicant, addressed the Board. Mr. Harris stated the hang up he knows today is the "I" word because that is the only

word that fits (maybe ?) the use but one of the things they may discuss is a lesser use that would be a Planned Development (PD) use to get away from the term Industrial (I) allowing the crafting of restrictions and still allow them to have the building, the manufacturing inside, parking lot outside and outside storage. He stated this business of “residential is too close”, is just as close to some of these other more intense uses but they are not going to be offensive to any of them. Mr. Harris addressed concerns raised by the County Engineer from the P&Z Staff Report and stated the applicant’s intended use is not a bad fit in the neighborhood, it is a better fit in the area for this county than most of what has been allowed in the area and said the issue is how do you control the next owner because you are allowing an industrial use.

Mr. Harris questioned the County Attorney if he has the jurisdiction allowed to convert this to a Planned Development (PD) and bring back a site plan for consideration.

County Attorney Sherry Sutphen stated as long as this is brought back on a date certain because this has been publicly advertised as a public hearing.

Mr. Harris questioned if the Commission agrees it is a reasonable use that the proposed conditions set out would be a reasonable use in the area and if staff agrees that converting to a PD would address their concerns then he is requesting to continue this to a time certain, more or less a month and he will bring staff a proposed site plan.

Ms. Sutphen stated it certainly could help but she cannot speak for staff that yes that doing a PD will fix all of the issues because this is an industrial conditional use and was denied by P&Z even though they had the opportunity to place conditions, but that does not mean conditions could not be brought back to the Commission in a PD format. She stated some of the concerns of staff are not necessarily what this product is like, it is if zoning is changed on this particular piece of property and this use ceases the zoning stays so the future person that comes in maybe their building does not look as nice or they do not keep it up as nice, she stated they would need to work through some of those conditions to make sure the next person that comes along cannot make changes that are offensive and does violate what the intent was when the Board adopted it.

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, concurs with the County Attorney and stated the other concern is agriculture surrounding it and it is also spot zoning because of putting industrial use in the middle of agriculture. She stated the public piece is actually designated as a park so for staff it opens the door for the next person to come in and say they want this piece next to it industrial. County Attorney stated the PD zoning would help avoid that by stating the reason it was permitted as PD zoning is because other things were done with respect to their site and control the character of the building to make it fit better into a residential area as long as it does not have the noises and other things that typically go along with an industrial use. Ms.

Culpepper stated they can look into doing the Planned Development potentially with a Commercial/Industrial future land use rather than straight Industrial.

Chairman Campbell stated the County Administrator reviewed the calendar and if the Board would like to bring this back as a Planned Development type hearing, the date would be Thursday, January 19, 2023.

Commissioner Kirouac questioned the County Attorney if this was to be continued and brought back in a different format, it would not go back in front of Planning and Zoning first, it would come directly to the Board or is there any way it could go back in front of Planning and Zoning. County Attorney Sherry Sutphen stated that it can be sent back to Planning and Zoning if that is something the Board chose to do in order as a condition of the continuance.

Ms. Culpepper stated if the Board is in favor of this to go back before Planning and Zoning first, it would need to come back before this Board in February instead of January.

Mr. Harris stated he would prefer not to see it go back before Planning and Zoning and feels it would be a delay with another 30 days, another attorney appearance, more expense and the public interest, he thinks, is protected well by staff, probably more so, but to get by the county attorney and county engineer, he hopes is enough. He said he appreciates the respect the Board shows but in this case with the balance of the issues would like to go forward and come back before the Board.

Jonathan Harrison, Road and Bridge Director, addressed the Board and stated he has a couple of comments from the mentioning of Twitty Road. Mr. Harrison stated that traffic does not impact Twitty Road as stated right now, there is no established roadway from those sand mines to Twitty Road, all of the outlets of those sand mines are to County Road 17 which is a rural major collector roadway built to those standards, that is 22 foot wide, so just that clarification that the traffic in those mines is not aligned with this change on Twitty Road, that traffic is not utilizing Twitty Road now.

Mr. Harrison stated also with this being in this location, Twitty Road, it would be 3,000 feet to the nearest outlet, meaning 3,000 feet to the north to US 98 or 3,000 feet to the south to the connection for Skipper Road, which is an approved roadway that is 20+ feet wide and Twitty Road is only 18 feet wide so there will be some significant impacts.

The applicant Mordechai Gelbhauer addressed questions raised by the Commission.

County Engineer Clinton Howerton, Jr. addressed the Board and clarified questions regarding Bernie Little, stating as a point of reference, that Scenic Highway is a minor collector road and Twitty Road in this particular location is a local road with the difference there being the width of the right-of-way and certainly the width of the roadway itself.

Attorney Harris stated he was not speaking to the construction methods under the 18 feet or the 22 feet road as he does not know their base and it did not look to him like you could rule out the heavy dump trucks going up and down Twitty Road and would suspect they do some, certainly it is not the most direct, but it cannot be ruled out, the roads in the area are good. Mr. Harris stated his initial proposal was give them time, he will get with the county engineer and will bring back a proposal to the Board and said he appreciated his approach of a fair share not to require the applicant to rebuild Twitty Road but to contribute to it, he is open to that conversation but that is a discussion with staff not Planning and Zoning.

After further discussion the County Attorney addressed concerns raised by the Commission.

With Commissioner Elwell arriving to the Board meeting during these presentations, Ms. Culpepper questioned if he had ex parte communications concerning these hearings. Commissioner Elwell stated no.

The applicant Mordechai Gelbhauer addressed questions raised by Commissioner Elwell.

The Commission expressed their concerns in great detail. Ms. Culpepper and Mr. Harris addressed concerns raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was received by Reverend George Miller, Ms. Jeanne Campbell, Realtor, Mr. Ray Royce, and Mr. Rick Whidden.

Commissioner Roberts made a motion for these particular items be continued and sent to the Planning Development department and back to Planning & Zoning and bring back to the Board in February 2023.

Commissioner Kirouac asked the County Attorney to clarify the timeline and dates.

County Attorney stated the motion that is on the floor is a motion to continue the items (CPA-22-610SS and P&Z Hearing No. 2116), to go back to the Planning and Zoning Commission on January 10, 2023 and then come before the Board of County Commissioners for final approval on February 21, 2023 and that would be continuing both the rezoning and the future land use until that time the rezoning is subject to any changes that are proposed. The January 10, 2023 will be readvertised because that is the Planning & Zoning hearing, but the February 21, 2023 Board of County Commissioners hearing will not be readvertised because that would be set as a date certain if the Board chooses today. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See SMB 150 Page 114 & SMB 150 Page 115.***

3. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to deny CPA-22-610SS.

4. **Excerpt from the November 8, 2022, P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER CPA-22-610SS – CRUTCHFIELD GROVES, INC. C/O DALE POLSTON OF POLSTON ENGINEERING** Two (2) parcels totaling an approximate 18.29 acres located on the east side of Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring; and abbreviated legal description as follows: Two (2) parcels totaling an approximate 18.29 acres located in Section 22, Township 35 South, Range 29 East, Highlands County, Florida.

   The Applicant is requesting a small-scale comprehensive plan amendment, to change the future land use map designation from Agriculture (AG) to Industrial (I). Mr. Roberts read the request and Mrs. Culpepper, Mr. Jones of Polston Engineering, and the new property owner, Mr. Gelbhauer, presented the request. There were no letters received, and no one spoke in favor of or against the request.

   Motion by Mr. Ingler and seconded by Mr. Boring to strongly recommend to the Board of County Commissioners to deny CPA-22-610SS.

   Upon roll call, all members voted yes. **Motion carried 5-0."**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

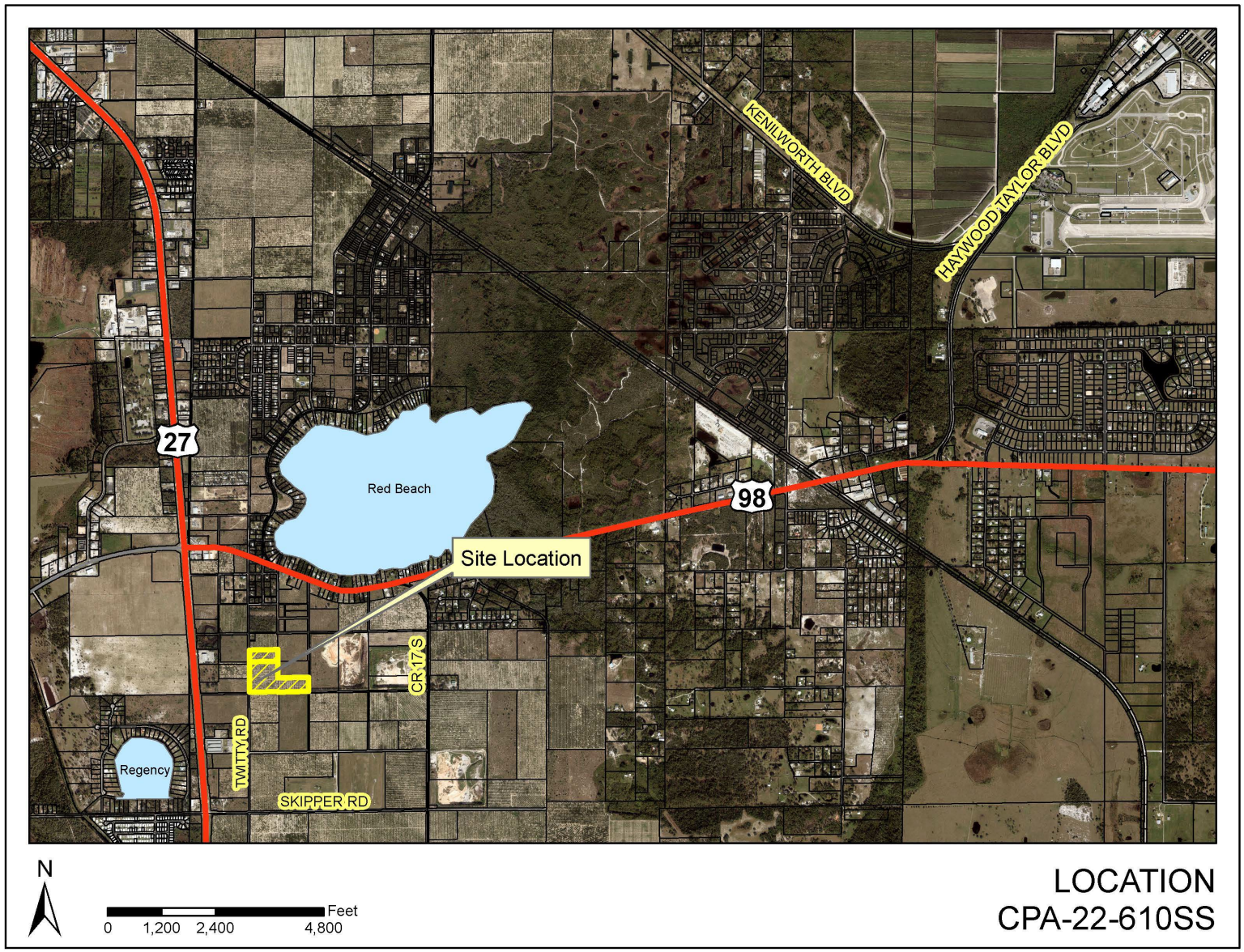

KENILWORTH BLVD
HAYWOOD TAYLOR BLVD
27
98
Red Beach
Site Location
CR 17S
TWITTY RD
SKIPPER RD
Regency
N
0
1,200
2,400
4,800
Feet
LOCATION
CPA-22-610SS

Exhibit 2:

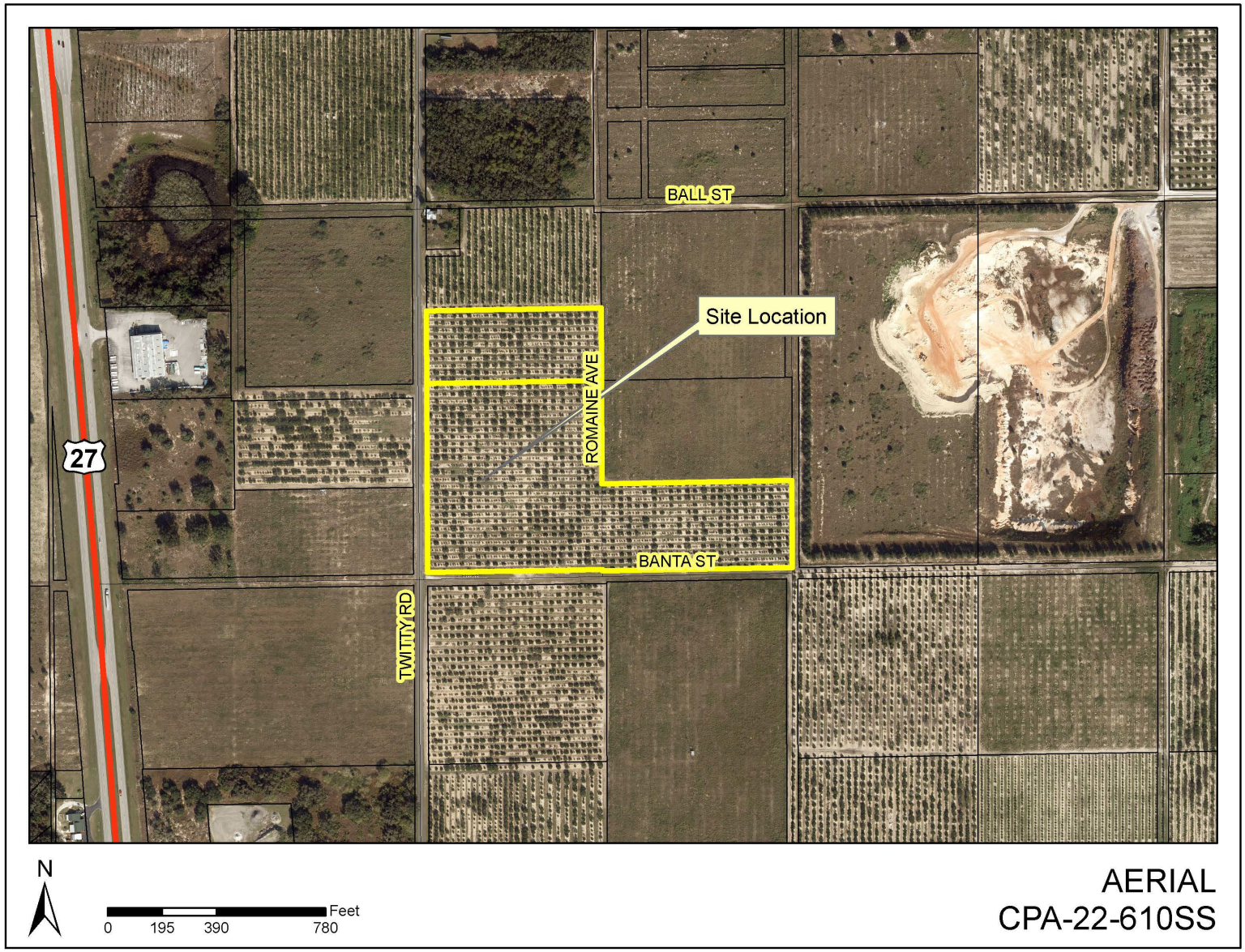

BALL ST
Site Location
ROMAINE AVE
27
BANTA ST
TWITTY RD
N
Feet
0
195
390
780
AERIAL
CPA-22-610SS

Exhibit 3:

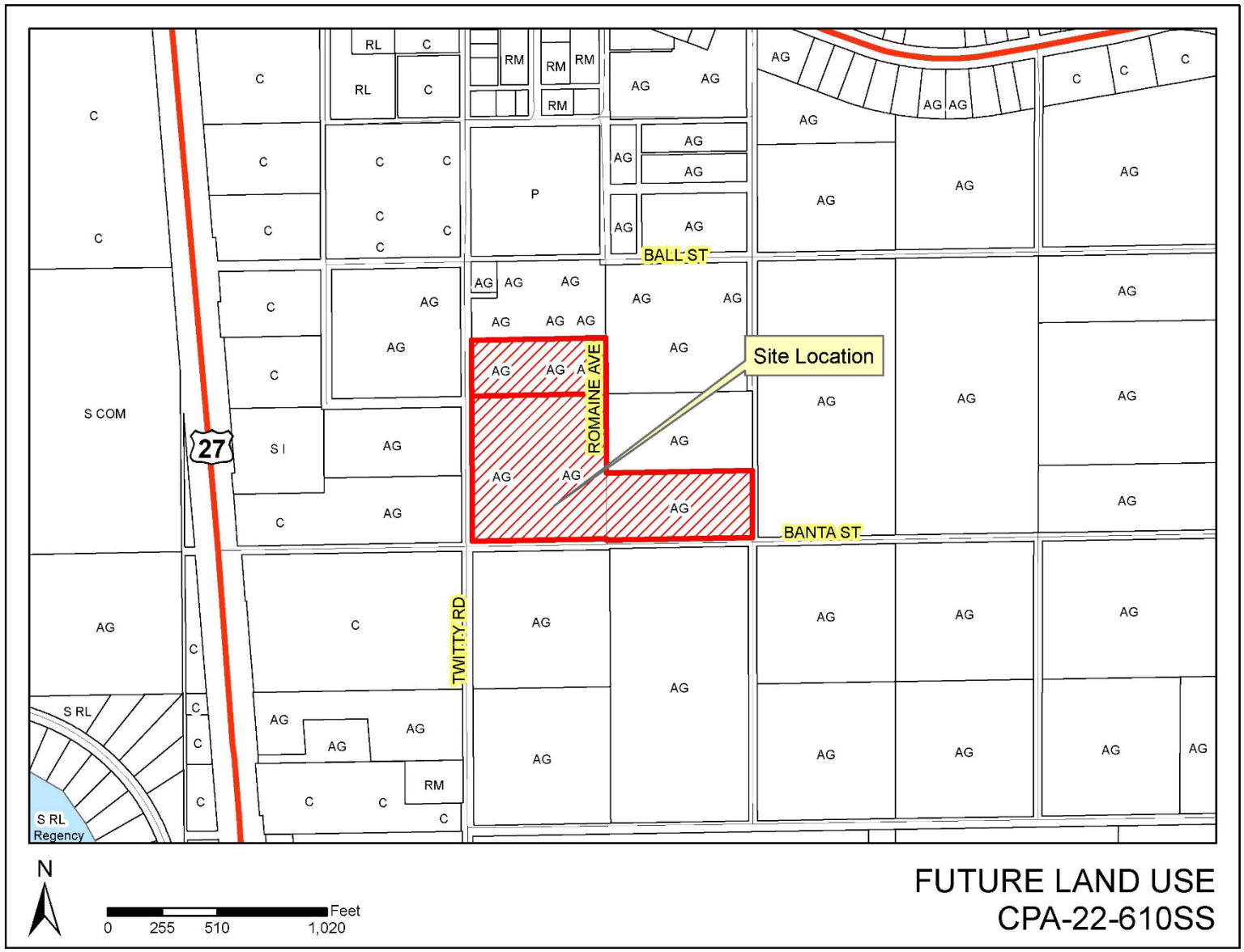
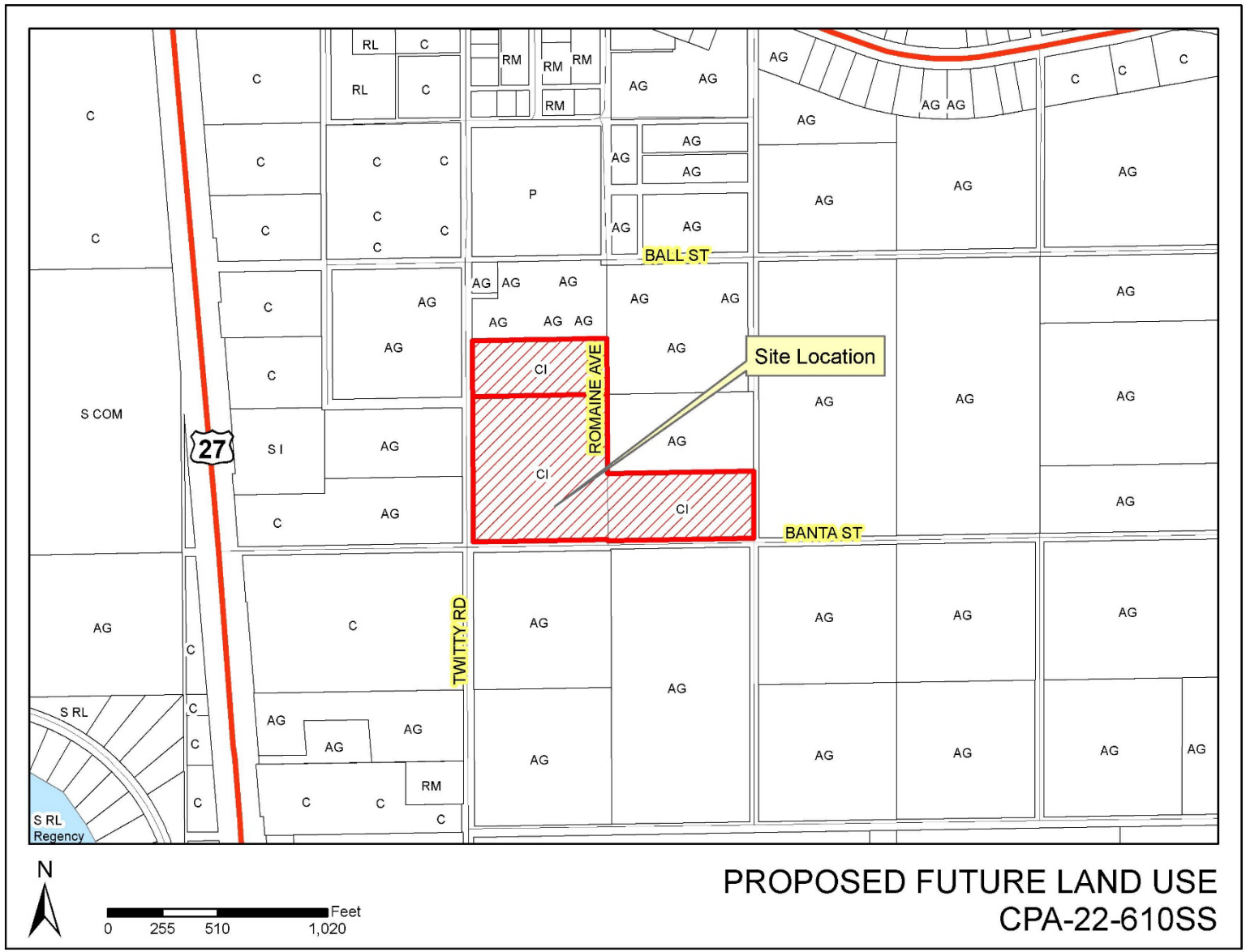

Site Location
BALL ST
BANTA ST
ROMAINE AVE
TWITTY RD
27
S COM
S I
S RL
S RL
Regency
N
0
255
510
1,020
Feet
FUTURE LAND USE
CPA-22-610SS

Exhibit 4:


Site Location
BALL ST
BANTA ST
ROMAINE AVE
TWITTY RD
27
CI
S COM
S I
S RL
S RL
Regency
RM
P
N
0
255
510
1,020
Feet
PROPOSED FUTURE LAND USE
CPA-22-610SS

# ORDINANCE NO. 22-23-12

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-22-35-29-010-00G0-0130 AND C-22-35-29-020-0300-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on December 20, 2022, to review the small-scale amendment to the Property, identified by CPA-22-610SS, which proposes a change to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission recommended approval of CPA-22-610SS and adoption of the subject Future Land Use Map amendment; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-22-610SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-22-610SS, is consistent with the goals, objectives and policies of the Plan; and

**WHEREAS**, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-22-610SS; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-22-610SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

**WHEREAS**, the County has determined that the Property that is the subject of CPA-22-610SS is not located within an area of critical state concern; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

**NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.**

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 consisting of approximately 18.29 acres and more particularly described as:

> Lots 13 through 20, inclusive, and Lots 36 through 43, inclusive, of Block G, and Farm Lots 30, 32, and 33, Suburban Tracts and Farms of Desoto City, according to the Plat thereof as recorded in Plat Book 3, Page 21, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

is hereby changed from "Agriculture" to "Industrial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Industrial.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed

necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

**SECTION 4. SAVINGS CLAUSE.** All prior actions of Highlands County pertaining to CPA-22-610SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5**. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

**DONE AND ADOPTED this 21st day of February, 2023.**

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2116, changing the Official Zoning Atlas for two parcels totaling an approximate 18.29 acres, from Agricultural District (AU) to Business District with a Planned Development (B-3 PD).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two parcels totaling an approximate 18.29 acres, from Agricultural District (AU) to Business District with a Planned Development (B-3 PD) for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein. The parcel is vacant of structures and contains a citrus grove.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Commercial/Industrial Mixed Use (I), CPA-22-610SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2116 as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution, P&Z 2116, changing the Official Zoning Atlas for approximately 18.29 acres from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2116 for BCC Gelbhauer.pdf
Resolution PZ 2116 - Gelbhauer PD.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** P&Z 2116 | **Case Name:** Gelbhauer Industrial Development on Twitty Road |
| **Agent:** Bert Harris and Polston Engineering | **Property Owners:** Mordechai Gelbhauer |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Rezone two parcels totaling an approximate 18.29 acres, from Agricultural District (AU) to Business District with a Planned Development (B-3 PD) for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein. This is an update from the original request.

General Location: Two parcels totaling an approximate 18.29 acres located on the east side on Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring

PARCEL ID: C-22-35-29-010-00G0-0130
C-22-35-29-020-0300-0000

**Staff Recommendations and Minutes (continued Page 7):**

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2116, changing the Official Zoning Atlas for approximately 18.29 acres from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2116, changing the Official Zoning Atlas for approximately 18.29 acres from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the February 14, 2023, P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2116 – MORDECHAI GELBHAUER C/O**

**BERT HARRIS, F.K.A. CRUTCHFIELD GROVES, INC. C/O POLSTON ENGINEERING** Two (2) parcels totaling an approximate 18.29 acres located on the east side of Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring; and abbreviated legal description as follows: Two (2) parcels totaling an approximate 18.29 acres located in Section 22, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant has updated their request for a zoning change from Agricultural District (AU) to Business District with a Planned Development (B-3 PD) for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein. This is an update from the original request for Industrial District with a Conditional Use (I-2 CU). Mrs. Hunnicutt read the request, and Mrs. Culpepper and Mr. Harris presented the request. Mr. Harris confirmed the Applicant agrees with all conditions of approval as listed in the Staff Report. There were no letters received for or against the request. No one in the audience spoke against the request, and one member of the audience spoke in favor of the request. Several board members noted that many of the previous concerns had been addressed with the proposed Planned Development.

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2116, changing the Official Zoning Atlas for approximately 18.29 acres from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0."**

**4. Conditions of approval are included in the adopting resolution and are as follows:**

1. The underlying or base zoning regulations for this PD shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code;

2. The permitted uses shall be limited to only those listed as follows:

   A. Two buildings of up to 10,000 square foot each for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein.

   B. Concrete products shall be limited to concrete pavers, blocks, panels, tiny homes, and other similar type products which may be constructed of concrete (Products).

3. Concrete mixing and all Product manufacturing and fabrication must be conducted inside an enclosed structure on the Property. Under no circumstances shall manufacturing or fabrication activities occur on the Property outside of a fully enclosed structure.

4. A transitional buffer type A shall be required around the improvements on the Property as shown on the conceptual site plan, attached as **"Exhibit A"**. No substitutions of canopy trees shall be allowed.

5. An opaque fence of at least six (6) feet in height and no taller than twelve (12) feet in height shall be provided around the entire perimeter of any outside storage area in order to completely obscure the contents contained within and all such items being stored shall under no circumstances be stacked higher than or in any way protrude above the fence.

6. Any outdoor storage may only be accessory and incidental to the permitted uses as stated above and may not be a primary use. Any outdoor storage of Products must be placed behind the building.

7. Impacted portions of County roadways shall be required to comply with the County collector roadway standards.

8. All required permits through local, state, and federal agencies shall be obtained prior to development.

9. The permitted buildings may be constructed in two phases, with the first phase consisting of one building of no more than 10,000 square feet, and the second phase consisting of a second building of no more than 10,000 square feet, for a maximum total of no more than 20,000 square feet of building space for all phases. Nothing herein shall be construed to prohibit outdoor storage in either phase so long as any outdoor storage area conforms with the opaque fencing and stacking requirements as set forth hereinabove.

10. The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities, which may include a Developer's Agreement pertaining to the required improvements to County roadways and the phased development impacts on the same.

11. The conceptual site plan for this B-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"**. However, the Property shall still be subject to the Code for commercial site plan development approval.

**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 18.29 acres, from AU to B-3 PD for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein. This is an update from the original request.

   The parcel is vacant of structures and contains a citrus grove.

   There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Commercial/Industrial Mixed Use (CI), CPA-22-610SS.

2. **Notices to Surrounding Property Owners.**

   On December 22, 2022, notices were mailed to 13 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. **Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Citrus Grove | AG | AU |
| Adjacent Property to the North | Citrus Grove | AG | AU |
| Adjacent Property to the South | Citrus Grove | AG | AU |
| Adjacent Property to the East | Vacant/Citrus Grove | AG | AU |
| Adjacent Property to the West | Vacant/Citrus Grove | AG | AU |

4. **Applicable References:**
   **Planning…**§163.3194(1)(a) – (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.8, Commercial/Industrial (CI).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.242: Business District (B-3), and Section 12.05.290: Planning Development District.

**Department Comments and Analysis of Petitioner's Proposal:**

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

   **Zoning Division:** Staff has no objection to the updated request.

   **Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

   Please note that there are concerns with the existing roadway's lack of right-of-way for the significant improvements needed to Twitty Road. If approved, the County Engineer recommends that a condition be placed on the conditional use that Twitty Road shall be required to comply with the collector roadway standards.

   **Florida Department of Health:** No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Highlands County Natural Resources.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   **A. Natural Features Analysis:**

   **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 110 and 115 feet.
   **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
   **Surface Waters:** The subject parcel has no surface water areas.
   **Vegetative Cover:** The site has been cleared of native vegetation.

   **B. Zoning Analysis:**

   1. **Current Use of Land:** The current use of the land is a citrus grove.
   2. **Vested Rights:** Not applicable.
   3. **Current Zoning Designation:** The site has a zoning designation of AU.
   4. **Proposed Zoning Designation:** The proposed zoning designation is B-3 PD.

5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 6 persons; 18.29 ÷ 5 acres = 3.66 dwelling units; 3 dwelling units x 2.25 persons = 6.75 persons.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum of 0.80 FAR.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for the fabrication and manufacture of concrete products including tiny homes, concrete blocks, concrete pavers and similar concrete products.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site does not contain any Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0241C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an on-site potable water system (well) that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site access will be on Twitty Road.

5. **Railroad Access:** The site is not located adjacent to railroad tracks or a rail spur.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F.** **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

**G.** **Airports:** The subject property is located approximately 13.3 miles southeast of the Avon Park Executive Airport and 3.6 miles west of the Sebring Regional Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and not 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.

**Staff Recommendations and Minutes (continued from Page 1):**

**1.** **Staff Recommendation to the Board of County Commissioners concerning the P&Z Recommendation:** Move to deny P&Z 2116.

**2. Excerpt from the December 20, 2022, DRAFT BCC Minutes and Recommendation to the BCC: "<u>Public hearing to consider adoption of P&Z Hearing No. 2116, changing the Official Zoning Atlas for two parcels totaling an approximate 18.29 acres, from Agricultural District (AU) to Industrial District with a Conditional Use (1-2 CU).</u>** Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 10B and 10C 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. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Elwell stated no. Commissioner Tuck stated she spoke with Andy Tuck and questioned how she felt about this situation, and it was explained to her what the developers want to do with the property. Commissioner Kirouac stated he was contacted by the applicant himself and spoke to him about his project and spoke to the applicant's counsel Mr. Harris about the project and support for the project. Commissioner Roberts stated he spoke to the applicant's attorney Bert Harris, he talked to two different Planning & Zoning representatives last night on the phone, Rick Ingler and Chip Boring, to get their take regarding these particular items coming before the Board today, pros and cons. Commissioner Campbell stated he spoke with Scott Crutchfield whose family sold this property to the current owner and he also spoke to Mark Howard who is a resident on Red Beach on the north side of 98. County Attorney Sherry Sutphen questioned the commissioners if their disclosures were for both items. All commissioners stated yes.

Ms. Culpepper read the caption of the proposed Ordinance into the record.

Ms. Culpepper stated the Planning & Zoning Commission recommended denial of CPA-22-610SS and P&Z Hearing No. 2116 due to the close proximity to residential areas.

Attorney Bert J. Harris, III, representing the applicant, addressed the Board. Mr. Harris stated the hang up he knows today is the "I" word because that is the only word that fits (maybe ?) the use but one of the things they may discuss is a lesser use that would be a Planned Development (PD) use to get away from the term Industrial (I) allowing the crafting of restrictions and still allow them to have the building, the manufacturing inside, parking lot outside and outside storage. He stated this business of "residential is too close", is just as close to some of these other more intense uses but they are not going to be offensive to any of them. Mr. Harris addressed concerns raised by the County Engineer from the P&Z Staff Report and stated the applicant's intended use is not a bad fit in the neighborhood, it is a better fit in the area for this county than most of what has been allowed in the area and said the issue is how do you control the next owner because you are allowing an industrial use.

Mr. Harris questioned the County Attorney if he has the jurisdiction allowed to convert this to a Planned Development (PD) and bring back a site plan for consideration.

County Attorney Sherry Sutphen stated as long as this is brought back on a date certain because this has been publicly advertised as a public hearing.

Mr. Harris questioned if the Commission agrees it is a reasonable use that the proposed conditions set out would be a reasonable use in the area and if staff agrees that converting to a PD would address their concerns then he is requesting to continue this to a time certain, more or less a month and he will bring staff a proposed site plan.

Ms. Sutphen stated it certainly could help but she cannot speak for staff that yes that doing a PD will fix all of the issues because this is an industrial conditional use and was denied by P&Z even though they had the opportunity to place conditions, but that does not mean conditions could not be brought back to the Commission in a PD format. She stated some of the concerns of staff are not necessarily what this product is like, it is if zoning is changed on this particular piece of property and this use ceases the zoning stays so the future person that comes in maybe their building does not look as nice or they do not keep it up as nice, she stated they would need to work through some of those conditions to make sure the next person that comes along cannot make changes that are offensive and does violate what the intent was when the Board adopted it.

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, concurs with the County Attorney and stated the other concern is agriculture surrounding it and it is also spot zoning because of putting industrial use in the middle of agriculture. She stated the public piece is actually designated as a park so for staff it opens the door for the next person to come in and say they want this piece next to it industrial. County Attorney stated the PD zoning would help avoid that by stating the reason it was permitted as PD zoning is because other things were done with respect to their site and control the character of the building to make it fit better into a residential area as long as it does not have the noises and other things that typically go along with an industrial use. Ms. Culpepper stated they can look into doing the Planned Development potentially with a Commercial/Industrial future land use rather than straight Industrial.

Chairman Campbell stated the County Administrator reviewed the calendar and if the Board would like to bring this back as a Planned Development type hearing, the date would be Thursday, January 19, 2023.

Commissioner Kirouac questioned the County Attorney if this was to be continued and brought back in a different format, it would not go back in front of Planning and Zoning first, it would come directly to the Board or is there any way it could go back in front of Planning and Zoning. County Attorney Sherry Sutphen stated that it can be sent back to Planning and Zoning if that is something the Board chose to do in order as a condition of the continuance.

Ms. Culpepper stated if the Board is in favor of this to go back before Planning and Zoning first, it would need to come back before this Board in February instead of January.

Mr. Harris stated he would prefer not to see it go back before Planning and Zoning and feels it would be a delay with another 30 days, another attorney appearance, more expense and the public interest, he thinks, is protected well by staff, probably more so, but to get by the county attorney and county engineer, he hopes is enough. He said he appreciates the respect the Board shows but in this case with the balance of the issues would like to go forward and come back before the Board.

Jonathan Harrison, Road and Bridge Director, addressed the Board and stated he has a couple of comments from the mentioning of Twitty Road. Mr. Harrison stated that traffic does not impact Twitty Road as stated right now, there is no established roadway from those sand mines to Twitty Road, all of the outlets of those sand mines are to County Road 17 which is a rural major collector roadway built to those standards, that is 22 foot wide, so just that clarification that the traffic in those mines is not aligned with this change on Twitty Road, that traffic is not utilizing Twitty Road now.

Mr. Harrison stated also with this being in this location, Twitty Road, it would be 3,000 feet to the nearest outlet, meaning 3,000 feet to the north to US 98 or 3,000 feet to the south to the connection for Skipper Road, which is an approved roadway that is 20+ feet wide and Twitty Road is only 18 feet wide so there will be some significant impacts.

The applicant Mordechai Gelbhauer addressed questions raised by the Commission.

County Engineer Clinton Howerton, Jr. addressed the Board and clarified questions regarding Bernie Little, stating as a point of reference, that Scenic Highway is a minor collector road and Twitty Road in this particular location is a local road with the difference there being the width of the right-of-way and certainly the width of the roadway itself.

Attorney Harris stated he was not speaking to the construction methods under the 18 feet or the 22 feet road as he does not know their base and it did not look to him like you could rule out the heavy dump trucks going up and down Twitty Road and would suspect they do some, certainly it is not the most direct, but it cannot be ruled out, the roads in the area are good. Mr. Harris stated his initial proposal was give them time, he will get with the county engineer and will bring back a proposal to the Board and said he appreciated his approach of a fair share not to require the applicant to rebuild Twitty Road but to contribute to it, he is open to that conversation but that is a discussion with staff not Planning and Zoning.

After further discussion the County Attorney addressed concerns raised by the Commission.

With Commissioner Elwell arriving to the Board meeting during these presentations, Ms. Culpepper questioned if he had ex parte communications concerning these hearings. Commissioner Elwell stated no.

The applicant Mordechai Gelbhauer addressed questions raised by Commissioner Elwell.

The Commission expressed their concerns in great detail. Ms. Culpepper and Mr. Harris addressed concerns raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was received by Reverend George Miller, Ms. Jeanne Campbell, Realtor, Mr. Ray Royce, and Mr. Rick Whidden.

Commissioner Roberts made a motion for these particular items be continued and sent to the Planning Development department and back to Planning & Zoning and bring back to the Board in February 2023.

Commissioner Kirouac asked the County Attorney to clarify the timeline and dates.

County Attorney stated the motion that is on the floor is a motion to continue the items (CPA-22-610SS and P&Z Hearing No. 2116), to go back to the Planning and Zoning Commission on January 10, 2023 and then come before the Board of County Commissioners for final approval on February 21, 2023 and that would be continuing both the rezoning and the future land use until that time the rezoning is subject to any changes that are proposed. The January 10, 2023 will be readvertised because that is the Planning & Zoning hearing, but the February 21, 2023 Board of County Commissioners hearing will not be readvertised because that would be set as a date certain if the Board chooses today. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See SMB 150 Page 114 & SMB 150 Page 115.***

3. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to deny P&Z 2116.

4. **Excerpt from the November 8, 2022, P&Z Minutes and Recommendation to the BCC: "<u>HEARING NUMBER P&Z 2116 – CRUTCHFIELD GROVES, INC. C/O DALE POLSTON OF POLSTON ENGINEERING</u>** Two (2) parcels totaling an approximate 18.29 acres located on the east side of Twitty Road, approximately 0.40 miles south of US 98, 0.51 miles north of Skipper Road, and 0.21 miles east of US 27; the addresses being 7820 Twitty Road and 7839 Romaine Avenue, Sebring; and abbreviated legal description as follows: Two (2) parcels totaling an approximate 18.29 acres located in Section 22, Township 35 South, Range 29 East, Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) to Industrial District with a Conditional Use (I-2 CU), the Conditional Use being a concrete mixing facility. Mr. Roberts read the request and Mrs. Culpepper, Mr. Jones of Polston Engineering, and the new property owner, Mr. Gelbhauer, presented the request.

Motion by Mr. Ingler and seconded by Mrs. Ezell to strongly recommend to the Board of County Commissioners to deny P&Z 2116.

Upon roll call, all members voted yes. **Motion carried 5-0."**

**The Planning Division, based on the Mandatory Findings of Fact and Inconsistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2116, changing the Official Zoning Atlas for approximately 18.29 acres from Agricultural District (AU) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, with the following conditions:**

1. **The underlying or base zoning regulations for this PD shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code;**

2. **The permitted uses shall be limited to only those listed as follows:**

   A. **Two buildings of up to 10,000 square foot each for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein.**

   B. **Concrete products shall be limited to concrete pavers, blocks, panels, tiny homes, and other similar type products which may be constructed of concrete (Products).**

3. **Concrete mixing and all Product manufacturing and fabrication must be conducted inside an enclosed structure on the Property. Under no circumstances shall manufacturing or fabrication activities occur on the Property outside of a fully enclosed structure.**

4. **A transitional buffer type A shall be required around the improvements on the Property as shown on the conceptual site plan, attached as "Exhibit A". No substitutions of canopy trees shall be allowed.**

5. **An opaque fence of at least six (6) feet in height and no taller than twelve (12) feet in height shall be provided around the entire perimeter of any outside storage area in order to completely obscure the contents contained within and all such items being stored shall under no circumstances be stacked higher than or in any way protrude above the fence.**

6. **Any outdoor storage may only be accessory and incidental to the permitted uses as stated above and may not be a primary use. Any outdoor storage of Products must be placed behind the building.**

7. **Impacted portions of County roadways shall be required to comply with the County collector roadway standards.**

8. **All required permits through local, state, and federal agencies shall be obtained prior to development.**

9. **The permitted buildings may be constructed in two phases, with the first phase consisting of one building of no more than 10,000 square feet, and the second phase consisting of a second building of no more than 10,000 square feet, for a maximum total of no more than 20,000 square feet of building space for all phases. Nothing herein shall be construed to prohibit outdoor storage in either phase so long as any outdoor storage area conforms with the opaque fencing and stacking requirements as set forth hereinabove.**

10. **The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities, which may include a Developer's Agreement pertaining to the required improvements to County roadways and the phased development impacts on the same.**

11. **The conceptual site plan for this B-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as "Exhibit A". However, the Property shall still be subject to the Code for commercial site plan development approval**.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Conceptual Site Plan

Exhibit 1:

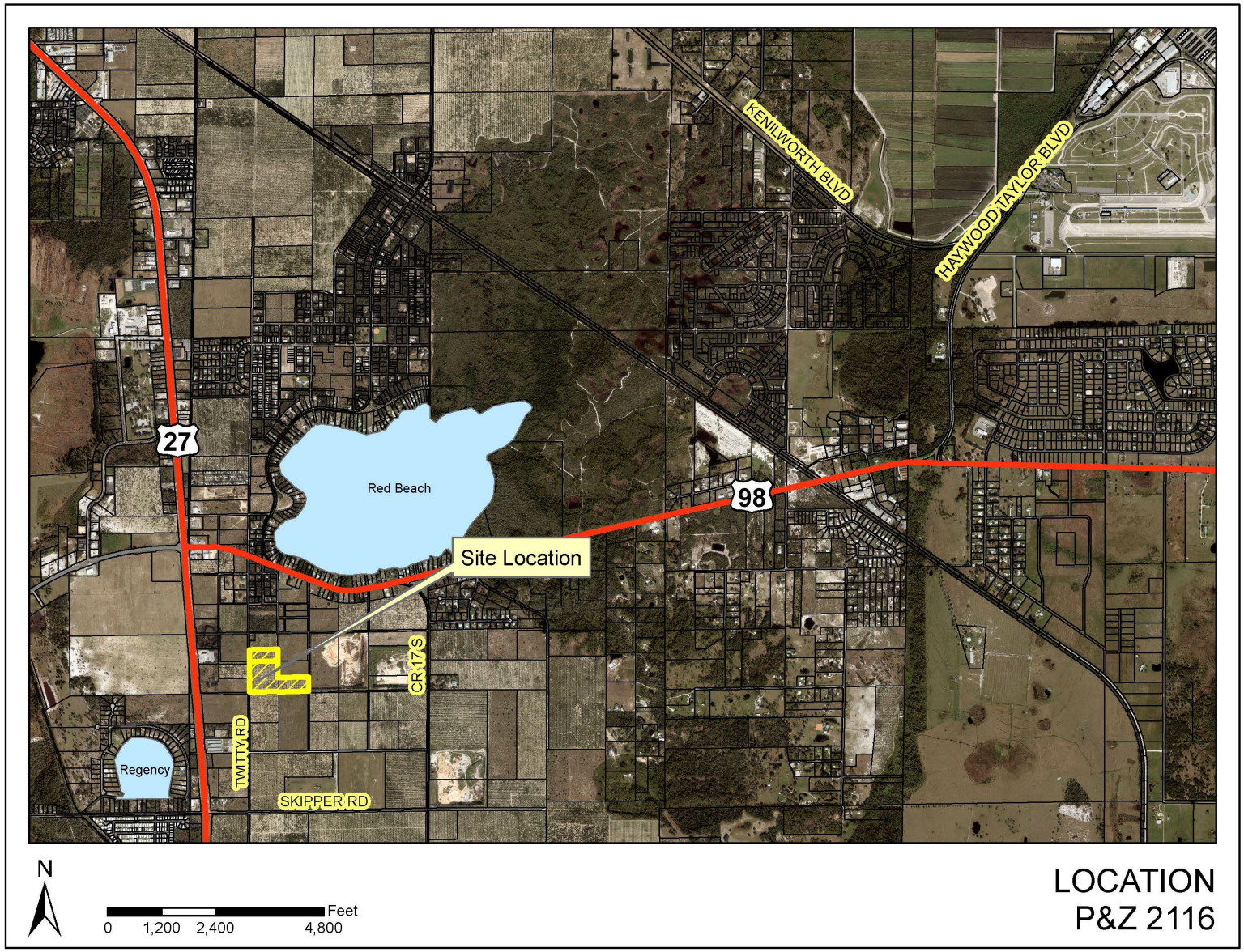

KENILWORTH BLVD
HAYWOOD TAYLOR BLVD
27
98
Red Beach
Site Location
CR 17S
TWITTY RD
SKIPPER RD
Regency
N
0
1,200
2,400
4,800
Feet
LOCATION
P&Z 2116

Exhibit 2:

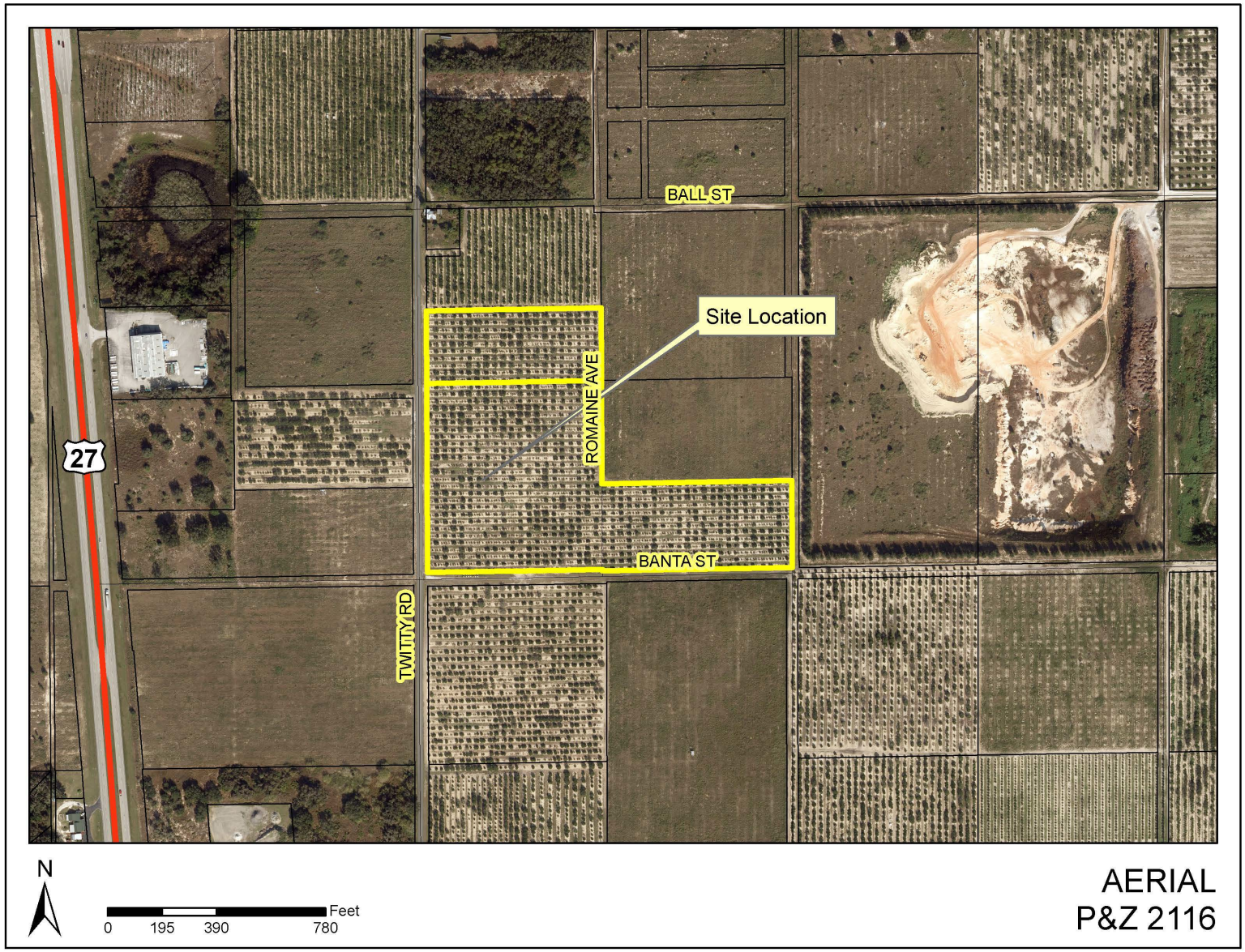

BALL ST
Site Location
ROMAINE AVE
27
BANTA ST
TWITTY RD
N
Feet
0
195
390
780
AERIAL
P&Z 2116

Exhibit 3:

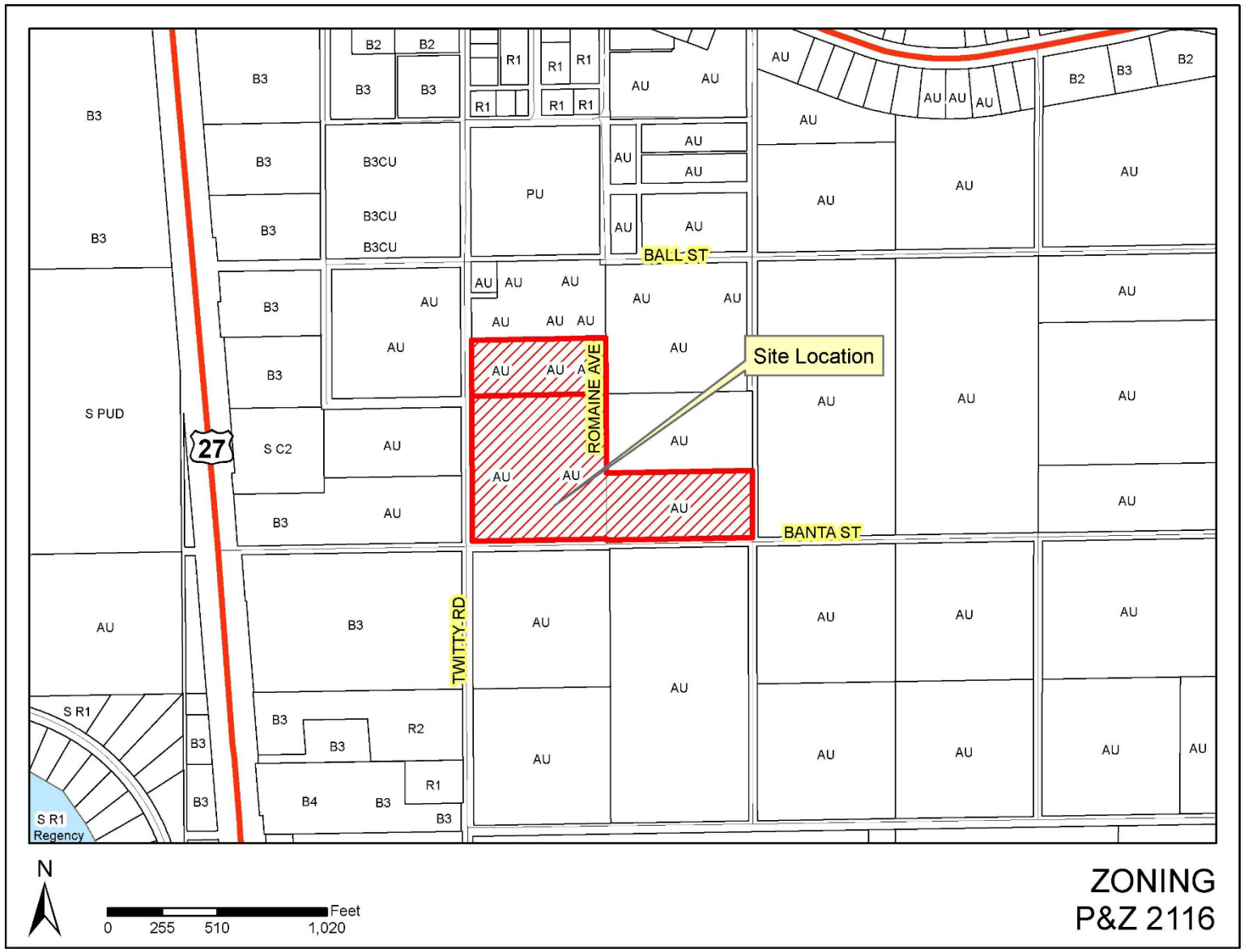

Site Location
BALL ST
BANTA ST
ROMAINE AVE
TWITTY RD
27
S PUD
S C2
S R1
S R1
Regency
PU
B3
B3CU
B2
R1
R2
B4
AU
N
0
255
510
1,020
Feet
ZONING
P&Z 2116

Exhibit 4:

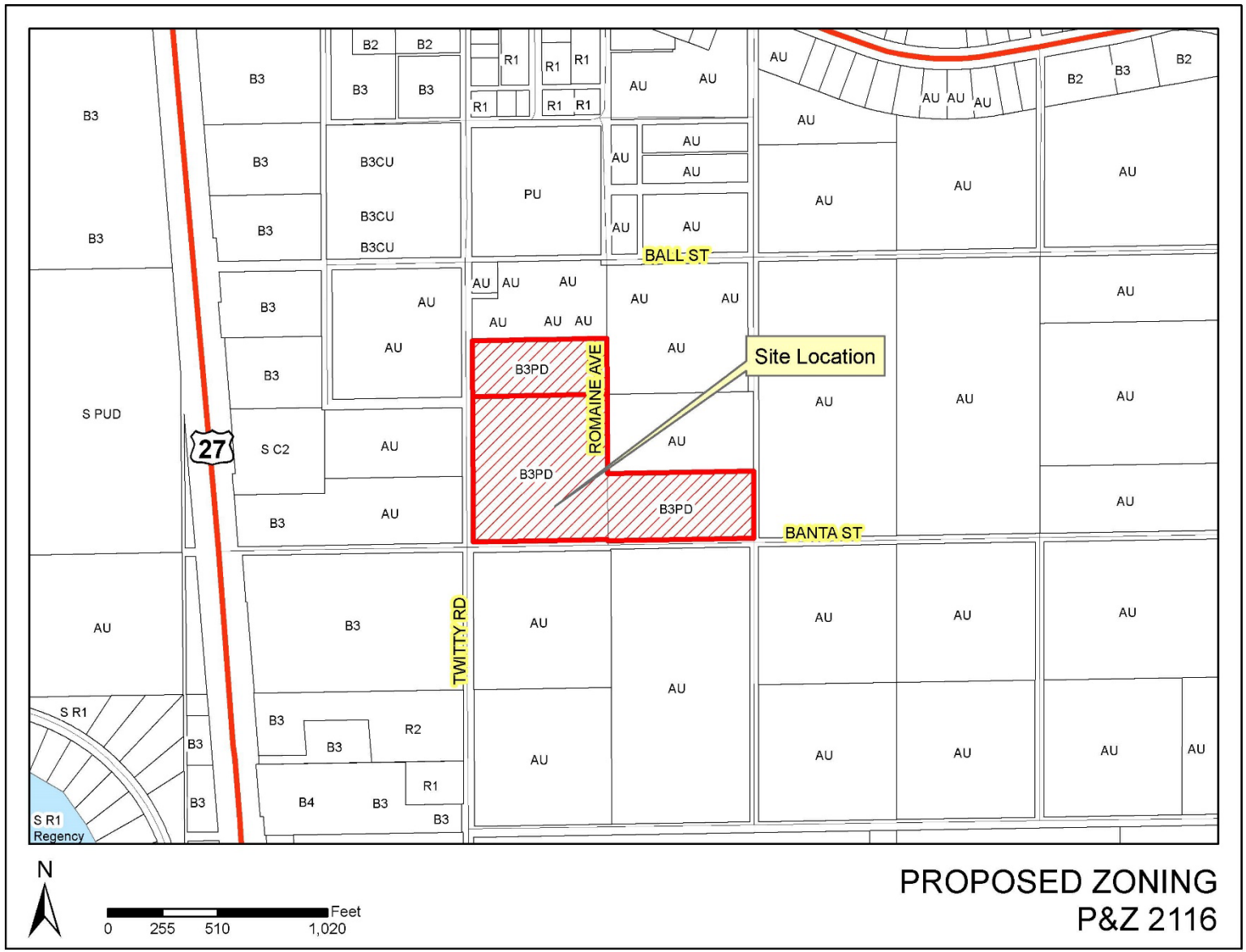

Site Location
BALL ST
BANTA ST
ROMAINE AVE
TWITTY RD
27
B3PD
S PUD
S C2
PU
B3CU
S R1
Regency
N
0
255
510
1,020
Feet
PROPOSED ZONING
P&Z 2116

Exhibit 5:

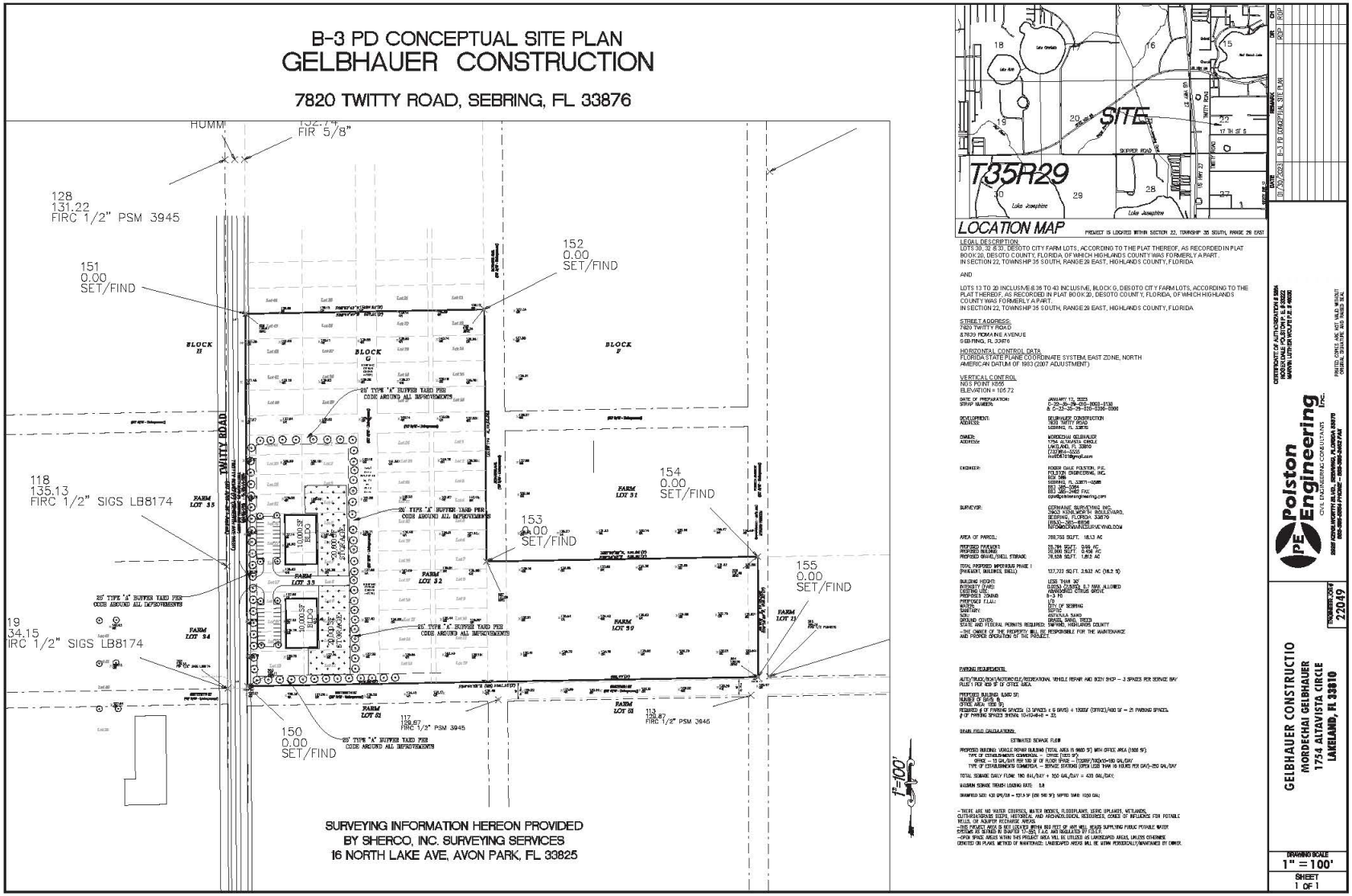
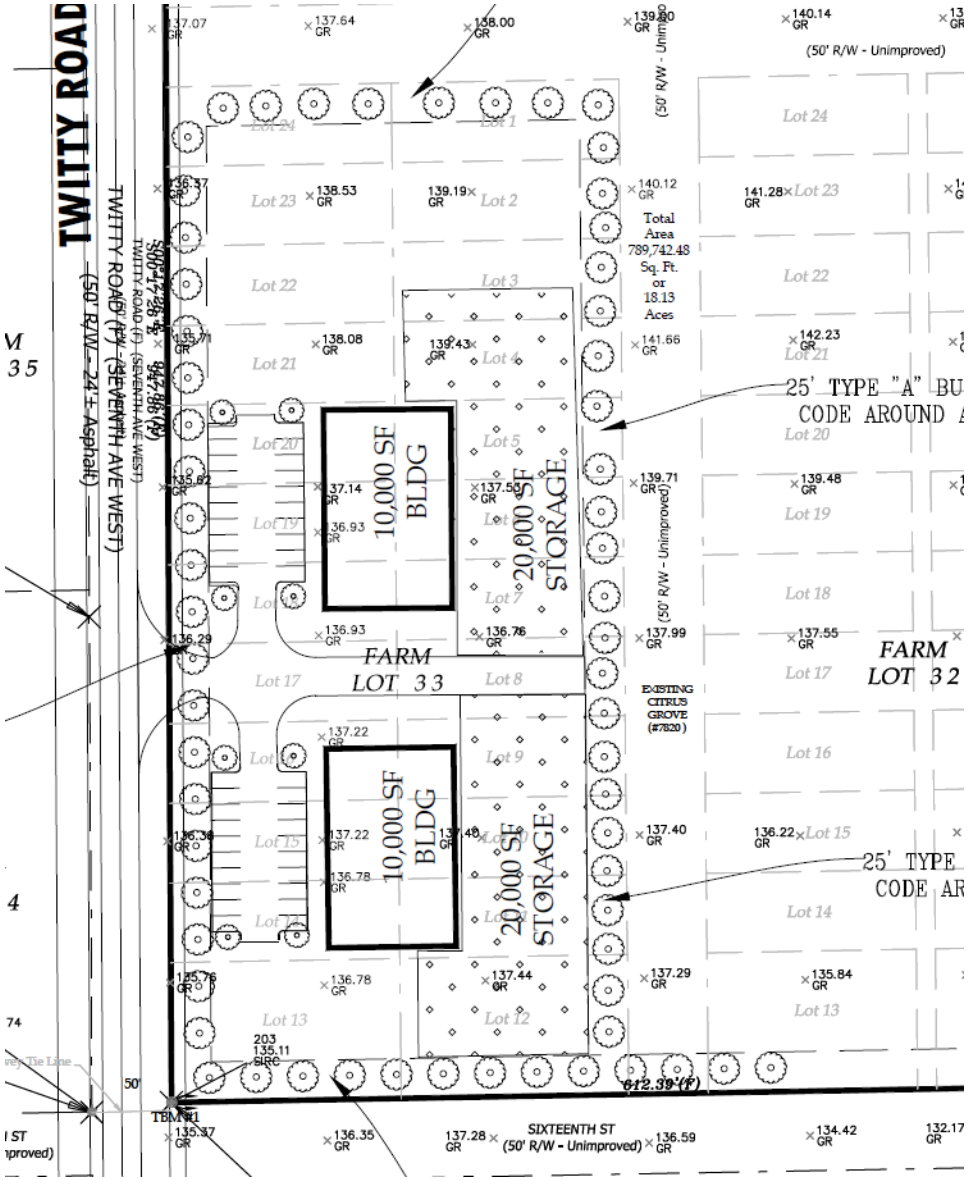

B-3 PD CONCEPTUAL SITE PLAN
GELBHAUER CONSTRUCTION
7820 TWITTY ROAD, SEBRING, FL 33876
128
131.22
FIRC 1/2" PSM 3945
151
0.00
SET/FIND
152
0.00
SET/FIND
154
0.00
SET/FIND
153
0.00
SET/FIND
155
0.00
SET/FIND
150
0.00
SET/FIND
118
135.13
FIRC 1/2" SIGS LB8174
19
34.15
IRC 1/2" SIGS LB8174
TWITTY ROAD
BLOCK H
BLOCK G
BLOCK F
FARM LOT 35
FARM LOT 34
FARM LOT 33
FARM LOT 32
FARM LOT 31
FARM LOT 30
FARM LOT 29
FARM LOT 28
10,000 SF BLDG
20,000 SF BLDG
25' TYPE "A" BUFFER YARD PER CODE AROUND ALL IMPROVEMENTS
SURVEYING INFORMATION HEREON PROVIDED
BY SHERCO, INC. SURVEYING SERVICES
16 NORTH LAKE AVE, AVON PARK, FL 33825
1"=100'
SITE
T35R29
LOCATION MAP
LEGAL DESCRIPTION:
STREET ADDRESS:
7820 TWITTY ROAD
&7839 ROMAINE AVENUE
SEBRING, FL 33876
HORIZONTAL CONTROL DATA:
VERTICAL CONTROL:
GELBHAUER CONSTRUCTIO
MORDECHAI GELBHAUER
1754 ALTAVISTA CIRCLE
LAKELAND, FL 33810
DRAWING SCALE
1" = 100'
SHEET
1 OF 1

Exhibit 6:


TWITTY ROAD
TWITTY ROAD (F) (SEVENTH AVE WEST)
(50' R/W - 24'± Asphalt)
(50' R/W - Unimproved)
Total Area 789,742.48 Sq. Ft. or 18.13 Aces
10,000 SF BLDG
20,000 SF STORAGE
10,000 SF BLDG
20,000 SF STORAGE
FARM LOT 33
FARM LOT 32
EXISTING CITRUS GROVE (#7820)
25' TYPE "A" BU
CODE AROUND
25' TYPE
CODE AR
612.39'(F)
SIXTEENTH ST
(50' R/W - Unimproved)
TBM #1
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 7
Lot 8
Lot 9
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20
Lot 21
Lot 22
Lot 23
Lot 24

# RESOLUTION NO. 22-23-41

**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-22-35-29-010-00G0-0130 AND C-22-35-29-020-0300-0000; 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-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering industrial and development 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-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 and more particularly described as:

> Lots 13 through 20, inclusive, and Lots 36 through 43, inclusive, of Block G, and Farm Lots 30, 32, and 33, Suburban Tracts and Farms of Desoto City, according to the Plat thereof as recorded in Plat Book 3, Page 21, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

is hereby changed from Agricultural District, AU, to Business District with a Planned Development, for the fabrication and manufacture of concrete products including tiny homes, concrete blocks, concrete pavers and similar concrete products (B-3 PD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District with a Planned Development (B-3 PD).

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process

**SECTION 3. General Conditions, Restrictions, and Limitations.** This B-3 PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.242 and 12.05.290 of the Highlands County Code of Ordinances (Code) except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code;
2. The permitted uses shall be limited to only those listed as follows:

    A. Two buildings of up to 10,000 square foot each for the production, fabrication and storage of associated equipment and concrete products, along with offices, meeting rooms, and other customary commercial business offices and facilities ancillary to the permitted uses as set forth herein.

B. Concrete products shall be limited to concrete pavers, blocks, panels, tiny homes, and other similar type products which may be constructed of concrete (Products).

3. Concrete mixing and all Product manufacturing and fabrication must be conducted inside an enclosed structure on the Property. Under no circumstances shall manufacturing or fabrication activities occur on the Property outside of a fully enclosed structure.
4. A transitional buffer type A shall be required around the improvements on the Property as shown on the conceptual site plan, attached as **"Exhibit A"**. No substitutions of canopy trees shall be allowed.
5. An opaque fence of at least six (6) feet in height and no taller than twelve (12) feet in height shall be provided around the entire perimeter of any outside storage area in order to completely obscure the contents contained within and all such items being stored shall under no circumstances be stacked higher than or in any way protrude above the fence.
6. Any outdoor storage may only be accessory and incidental to the permitted uses as stated above and may not be a primary use. Any outdoor storage of Products must be placed behind the building.
7. Impacted portions of County roadways shall be required to comply with the County collector roadway standards.
8. All required permits through local, state, and federal agencies shall be obtained prior to development.
9. The permitted buildings may be constructed in two phases, with the first phase consisting of one building of no more than 10,000 square feet, and the second phase consisting of a second building of no more than 10,000 square feet, for a maximum total of no more than 20,000 square feet of building space for all phases. Nothing herein shall be construed to prohibit outdoor storage in either phase so long as any outdoor storage area conforms with the opaque fencing and stacking requirements as set forth hereinabove.
10. The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities, which may include a Developer's Agreement pertaining to the required improvements to County roadways and the phased development impacts on the same.
11. The conceptual site plan for this B-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"**. However, the Property shall still be subject to the Code for commercial site plan development approval.

**SECTION 4. <u>Implementation of Administrative Actions.</u>** 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 2116, 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 Highlands County Ordinance 22-23-12, adopting a small-scale comprehensive plan amendment, CPA-22-610SS, changing the land use designation on the Property from Agriculture, AG, to Commercial/Industrial Mixed Use, CI.

**DONE AND ADOPTED**, this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

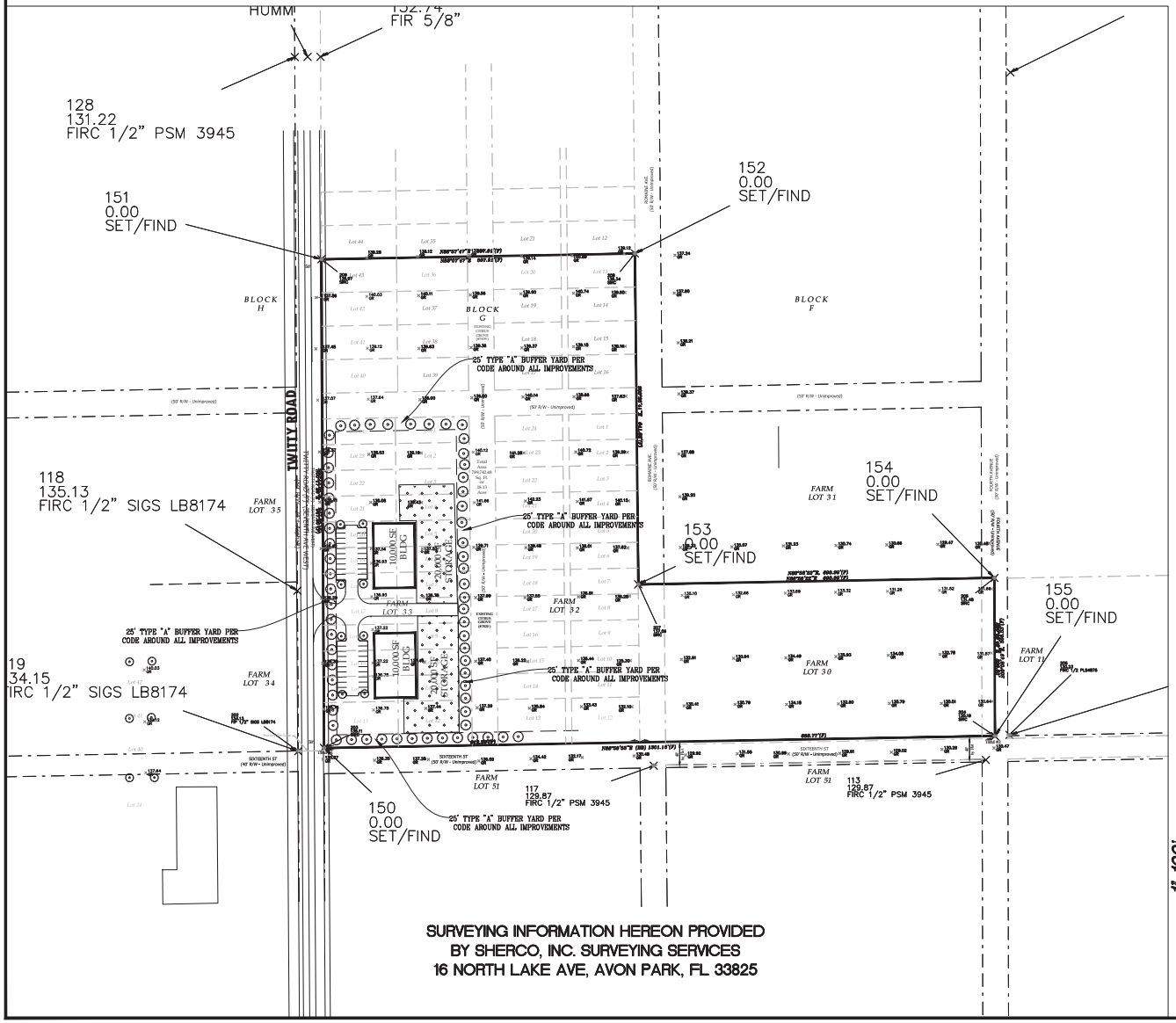
By: _____
Chris Campbell, Chairperson

(SEAL)

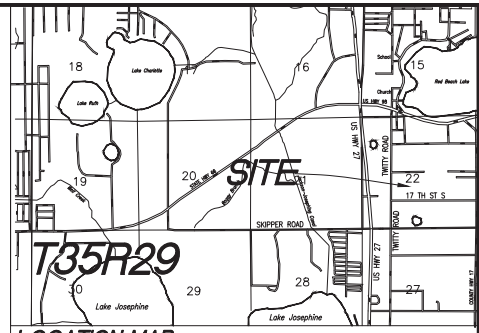
ATTEST: _____
Jerome Kaszubowski, Clerk

# B-3 PD CONCEPTUAL SITE PLAN
# GELBHAUER CONSTRUCTION

## 7820 TWITTY ROAD, SEBRING, FL 33876




SURVEYING INFORMATION HEREON PROVIDED
BY SHERCO, INC. SURVEYING SERVICES
16 NORTH LAKE AVE, AVON PARK, FL 33825




LOCATION MAP — PROJECT IS LOCATED WITHIN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 29 EAST

**LEGAL DESCRIPTION:**
LOTS 30, 32 & 33, DESOTO CITY FARM LOTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.
IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

AND

LOTS 13 TO 20 INCLUSIVE & 36 TO 43 INCLUSIVE, BLOCK G, DESOTO CITY FARM LOTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.
IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

**STREET ADDRESS:**
7820 TWITTY ROAD
&7839 ROMAINE AVENUE
SEBRING, FL 33876

**HORIZONTAL CONTROL DATA**
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH
AMERICAN DATUM OF 1983 (2007 ADJUSTMENT)

**VERTICAL CONTROL**
NGS POINT K655
ELEVATION = 105.72

| | |
|---|---|
| DATE OF PREPARATION: | JANUARY 17, 2023 |
| STRAP NUMBER: | C-22-35-29-010-0000-0130 & C-22-35-29-020-0300-0000 |
| DEVELOPMENT: ADDRESS: | GELBHAUER CONSTRUCTION 7820 TWITTY ROAD SEBRING, FL 33876 |
| OWNER: ADDRESS: | MORDECHAI GELBHAUER 1754 ALTAVISTA CIRCLE LAKELAND, FL 33810 (732)614-5555 mot108701@gmail.com |
| ENGINEER: | ROGER DALE POLSTON, P.E. POLSTON ENGINEERING, INC. BOX 588 SEBRING, FL 33871-0588 863 385-5064 863 385-2402 FAX dale@polstonengineering.com |
| SURVEYOR: | GERMAINE SURVEYING INC. 3903 KENILWORTH BOULEVARD, SEBRING, FLORIDA 33870 (863)-385-6856 INFO@GERMAINESURVEYING.COM |
| AREA OF PARCEL: | 789,755 SQ.FT. 18.13 AC |
| PROPOSED PAVEMENT: | 28,794 SQ.FT. 0.66 AC |
| PROPOSED BUILDING: | 20,000 SQ.FT. 0.459 AC |
| PROPOSED GRAVEL/SHELL STORAGE: | 78,928 SQ.FT. 1.812 AC |
| TOTAL PROPOSED IMPERVIOUS PHASE 1 (PAVEMENT, BUILDINGS, SHELL): | 127,722 SQ.FT. 2.932 AC (16.2 %) |
| BUILDING HEIGHT: | LESS THAN 30' |
| INTENSITY (FAR): | 0.0253 (0.5:10); 0.7 MAX ALLOWED |
| EXISTING USE: | ABANDONED CITRUS GROVE |
| PROPOSED ZONING | B-3 PD |
| PROPOSED F.L.U.: | I/S |
| WATER: | CITY OF SEBRING |
| SANITARY: | SEPTIC |
| SOIL: | ASTATULA SAND |
| GROUND COVER: | GRASS, SAND, TREES |
| STATE AND FEDERAL PERMITS REQUIRED: | SWFWMD, HIGHLANDS COUNTY |

- THE OWNER OF THE PROPERTY WILL BE RESPONSIBLE FOR THE MAINTENANCE AND PROPER OPERATION OF THE PROJECT.

PARKING REQUIREMENTS:

AUTO/TRUCK/BOAT/MOTORCYCLE/RECREATIONAL VEHICLE REPAIR AND BODY SHOP – 3 SPACES PER SERVICE BAY PLUS 1 PER 400 SF OF OFFICE AREA.

PROPOSED BUILDING: 9,600 SF;
NUMBER OF BAYS: 6;
OFFICE AREA: 1200 SF;
REQUIRED # OF PARKING SPACES: (3 SPACES x 6 BAYS) + 1200SF (OFFICE)/400 SF = 21 PARKING SPACES.
# OF PARKING SPACES SHOWN: 10+10+6+6 = 32;

DRAIN FIELD CALCULATIONS:

ESTIMATED SEWAGE FLOW

PROPOSED BUILDING: VEHICLE REPAIR BUILDING (TOTAL AREA IS 9600 SF) WITH OFFICE AREA (1200 SF);
TYPE OF ESTABLISHMENTS COMMERCIAL – OFFICE (1200 SF);
OFFICE – 15 GAL/DAY PER 100 SF OF FLOOR SPACE – (1200SF/100)x15=180 GAL/DAY
TYPE OF ESTABLISHMENTS COMMERCIAL – SERVICE STATIONS (OPEN LESS THAN 16 HOURS PER DAY)-250 GAL/DAY

TOTAL SEWAGE DAILY FLOW: 180 GAL/DAY + 250 GAL/DAY = 430 GAL/DAY;

MAXIMUM SEWAGE TRENCH LOADING RATE: 0.8

DRAINFIELD SIZE: 430 GPD/0.8 = 537.5 SF (USE 540 SF); SEPTIC TANK: 1050 GAL;

- THERE ARE NO WATER COURSES, WATER BODIES, FLOODPLAINS, XERIC UPLANDS, WETLANDS, CUTTHROATGRASS SEEPS, HISTORICAL AND ARCHAEOLOGICAL RESOURCES, CONES OF INFLUENCE FOR POTABLE WELLS, OR AQUIFER RECHARGE AREAS.
- THIS PROJECT AREA IS NOT LOCATED WITHIN 600 FEET OF ANY WELL HEADS SUPPLYING PUBLIC POTABLE WATER SYSTEMS AS DEFINED IN CHAPTER 17-550, F.A.C. AND REGULATED BY F.D.E.P.
- OPEN SPACE AREAS WITHIN THIS PROJECT AREA WILL BE UTILIZED AS LANDSCAPED AREAS, UNLESS OTHERWISE DENOTED ON PLANS. METHOD OF MAINTENACE: LANDSCAPED AREAS WILL BE MOWN PERIODICALLY/MAINTAINED BY OWNER.

| DATE | DR | CH |
|---|---|---|
| 01/30/2023 | ROP | ROP |

REMARK: B-3 PD CONCEPTUAL SITE PLAN

CERTIFICATE OF AUTHORIZATION # 5884
ROGER DALE POLSTON, P.E. # 46032
MARVIN LUTHER WOLFE P.E. # 46033

PRINTED COPIES ARE NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS
2925 KENILWORTH BLVD., SEBRING, FLORIDA 33870
863-385-5064 PHONE – 863-385-2402 FAX

ENGINEER'S JOB # 22049

GELBHAUER CONSTRUCTIO
MORDECHAI GELBHAUER
1754 ALTAVISTA CIRCLE
LAKELAND, FL 33810

DRAWING SCALE
1" = 100'
SHEET
1 OF 1

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

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

**SUBJECT/TITLE:** **Request to Adopt Resolution No. 22-23-10 to Vacate a Drainage Easement – 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876**

---

## STATEMENT OF ISSUE

Attached is Resolution No. 22-23-10 to vacate drainage easement over and across said property described as follows:

A 40 foot Drainage Easement over and across a portion of Parcel "J", as shown on the map or plat of SPRING LAKE VILLAGE VII, recorded in Plat Book 11, Page 7 of the Public Records of Highlands County, Florida, the north boundary of said 40 foot easement being 105 feet south of and parallel with the north boundary of said Parcel "J", LESS and EXCEPT that portion of said 40 foot Easement lying east of the westerly boundary of PINE RIDGE CIRCLE SUBDIVISION (being a replat of a portion of Parcel "J"), as recorded in Plat Book 13, Page 48 of the Public Records of Highlands County, Florida.

SITE ADDRESS: 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876

All pertinent County departments and Spring Lake Improvement District have been notified and have no objections. Spanish Moss Eco Apartments, LLC have filed a petition to vacate that portion of the platted drainage as described above.

The applicant's reason for vacating this portion of the easement is due to the applicant's desire to construct a new ECO Apartments.

## RECOMMENDED ACTION

**Move to adopt Resolution No. 22-23-10 to vacate a portion of the existing drainage easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public in and to the easement and any lands in connection herewith.**

Attachments: VOE - Spanish Moss Apartment Petition.pdf

**RESOLUTION NO.: 22-23-10**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A DRAINAGE EASEMENT ON THE PLAT OF SPRING LAKE VILLAGE VII, AS PARTICULARLY DESCRIBED HEREIN, AS REQUESTED BY SPANISH MOSS ECO APARTMENTS, LLC; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF DRAINAGE EASEMENT; 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 Spanish Moss Eco Apartments, LLC (Petitioner), requesting that Highlands County vacate a drainage easement as described herein and renounce and disclaim the rights of the County and of the public in and to said drainage easement as so; and

**WHEREAS**, on January 11, 2023, and January 18, 2023, the Petitioner, published a notice of public hearing and intent to petition the County to vacate the easement described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

**WHEREAS**, on February 21, 2023, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the easement 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 Drainage Easement. That Drainage Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Easement and the lands so described are hereby renounced and forever disclaimed:

**A 40 foot Drainage Easement over and across a portion of Parcel "J", as shown on the map or plat of SPRING LAKE VILLAGE VII, recorded in Plat Book 11, Page 7 of the Public Records of Highlands County, Florida, the north boundary of said 40 foot easement being 105 feet south of and parallel with the north boundary of said Parcel "J", LESS and EXCEPT that portion of said 40 foot Easement lying east of the westerly boundary of PINE**

**RIDGE CIRCLE SUBDIVISION (being a replat of a portion of Parcel "J"), as recorded in Plat Book 13, Page 48 of the Public Records of Highlands County, Florida.**

**SITE ADDRESS: 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876**

**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 of the Drainage Easement described herein, 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 21st day of February 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

# PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 S COMMERCE AVENUE
SEBRING, FL 33870

FROM: Spanish Moss Eco Apartments, LLC
6154 Sweden Boulevard
Punta Gorda, FL 33982

This is to petition of the Board of County Commissioners to consider vacating a 40' wide drainage easement, as shown on the attached certified map of survey, legal description as follows:

*A 40 foot Drainage Easement over and across a portion of Parcel "J", as shown on the map or plat of SPRING LAKE VILLAGE VII, recorded in Plat Book 11, Page 7 of the Public Records of Highlands County, Florida, the north boundary of said 40 foot easement being 105 feet south of and parallel with the north boundary of said Parcel "J", LESS and EXCEPT that portion of said 40 foot Easement lying east of the westerly boundary of PINE RIDGE CIRCLE SUBDIVISION (being a replat of a portion of Parcel "J"), as recorded in Plat Book 13, Page 48 of the Public Records of Highlands County, Florida.*

The petition is being requested for the following reason:

*The drainage easement is not currently being used. Drainage from Duane Palmer Boulevard and adjacent properties is being drained within the street right of way, then across the surface (shown in blue) and through a buried pipe, as shown on the attached certified map of survey. Parcels 2 and 3 are being entirely regraded to allow for the development of 4 – 52 unit apartment buildings and associated 10 – 22 stall garage buildings. The current location of the easement interferes with the orderly arrangement of the proposed buildings.*

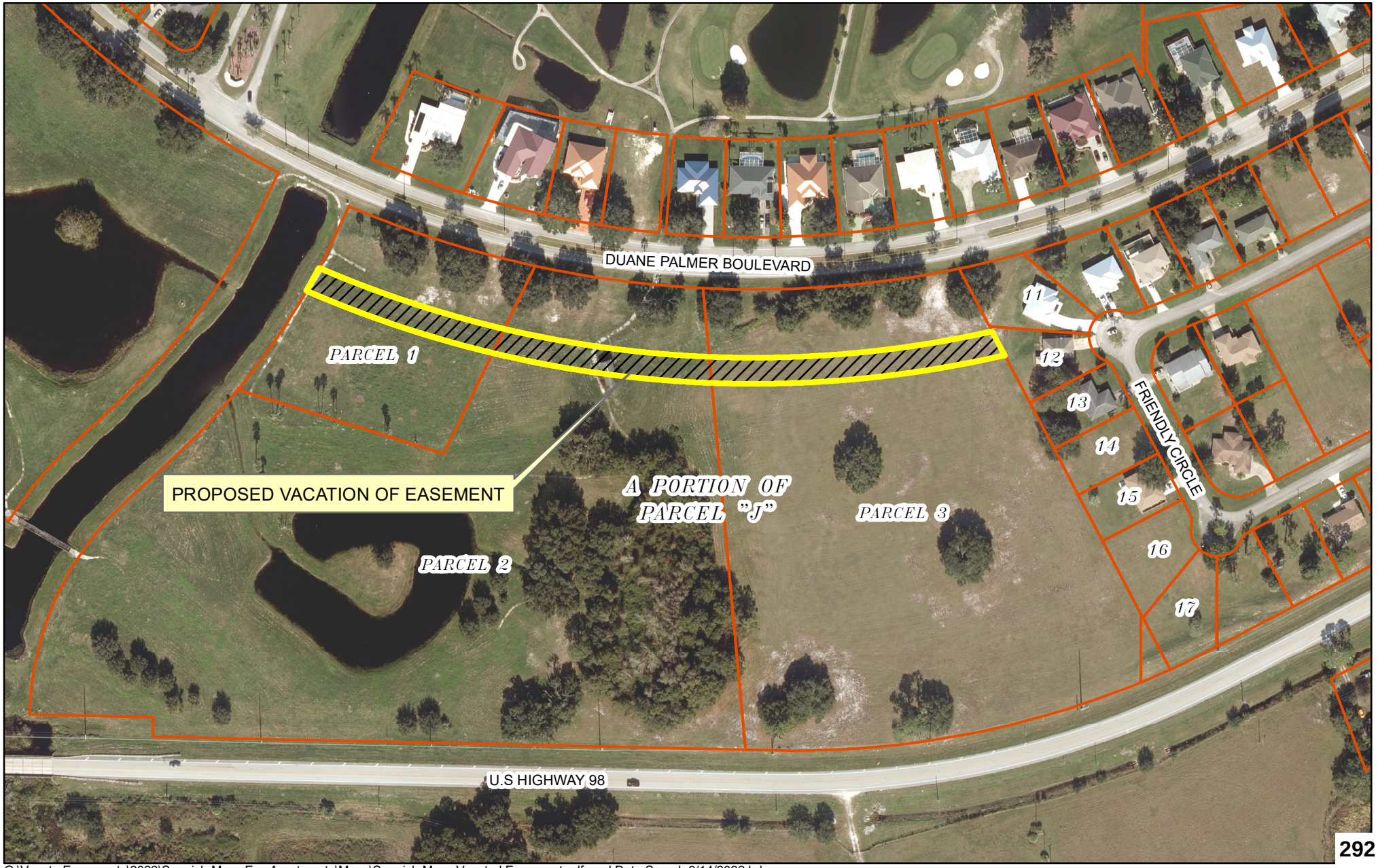
*The overall site layout is attached for reference. The civil engineering utility and grading plans have been submitted to the County for review and approval for construction.*

I will publish the Notice of Public Hearing in not less than two weekly issues of the 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.

Sincerely,
Spanish Moss Eco Apartments, LLC
Petitioner

By: _____
Bradley Kortbein, Manager

Attachments: Survey Map; Site Layout
Proof of Publication
Certificates of Taxes Paid






G:\Vacate Easements\2022\Spanish Moss Eco Apartments\Maps\Spanish Moss Vacated Easement.pdf.mxd Date Saved: 9/14/2022 bdorey

Plat Bk. 11 Pg. 7
Sheet 11 of 11 Sheets

# SPRING LAKE VILLAGE VII

IN SECTIONS 9, 10, 11, 14, 15 & 16 TWP. 35., RGE. 30 E.

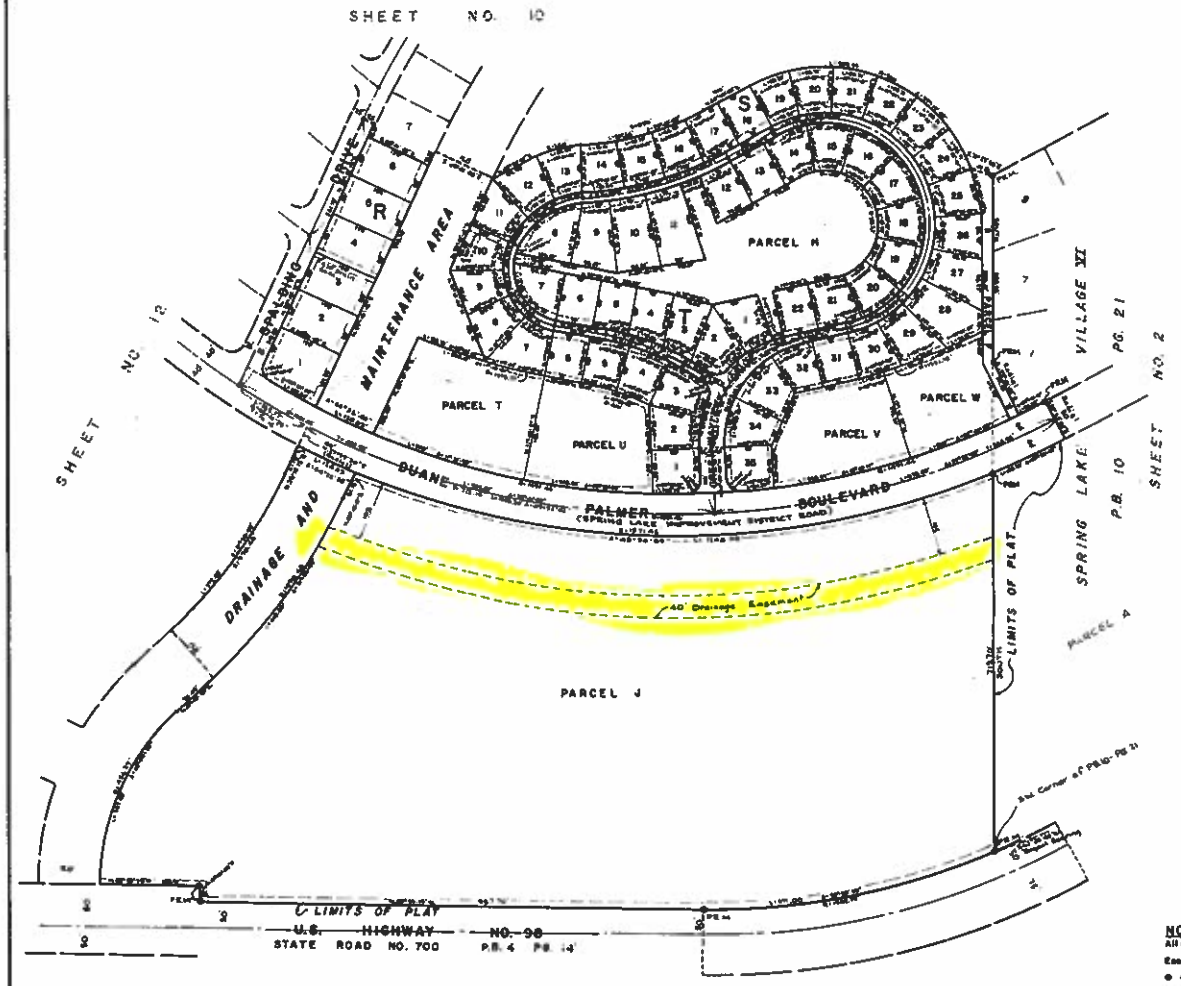
HIGHLANDS COUNTY, FLORIDA

IN 16 SHEETS SHEET Nº 11

PLAT BOOK 11 PAGE 7

SCALE IN FEET
SCALE: 1" = 100'

GEE & JENSON
CONSULTING ENGINEERS, INC.
WEST PALM BEACH, FLORIDA
MAY 1973




N

**NOTES**

All corner lot radii are 25 feet except as shown.

Easements are for Public Utilities unless otherwise noted.

● denotes Permanent Reference Monuments.

⊕ denotes Permanent Control Point which includes P.C., P.T., P.R.C., and R.C.C.

All bearings shown hereon are relative to an assumed Meridian.

Job No. 73-01

11-7

AFFIDAVIT OF PUBLICATION

# Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement Spring Lake

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

January 11, 2023, January 18, 2023

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 18th day of January 2023 by Janet Emerson, who is personally known to me.

Nancy Y. Whirley

Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

00039069 00113944

BRADLEY KORTBEIN
SPANISH MOSS ECO APARTMENTS, LLC
6154 SWEDEN BLVD
PUNTA GORDA, FL 33982

**PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT**

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Spanish Moss ECO Apartments, LLC will on the **21st** day of **February, 2023**, at **9:00 A.M.**, in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

**A 40 foot Drainage Easement over and across a portion of Parcel "J", as shown on the map or plat of SPRING LAKE VILLAGE VII, recorded in Plat Book 11, Page 7 of the Public Records of Highlands County, Florida, the north boundary of said 40 foot easement being 105 feet south of and parallel with the north boundary of said Parcel "J", LESS and EXCEPT that portion of said 40 foot Easement lying east of the westerly boundary of PINE RIDGE CIRCLE SUBDIVISION (being a replat of a portion of Parcel "J"), as recorded in Plat Book 13, Page 48 of the Public Records of Highlands County, Florida.**

**Parcel Identification Numbers: C-15-35-30-070-POJ0-0000 and C-15-35-30-070-POJ0-0010**

**SITE ADDRESS: 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876**

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Sherri Bennett, ADA Coordinator at: 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
Jan. 11, 18, 2023

**PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT**

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Spanish Moss ECO Apartments, LLC will on the **21st** day of **February, 2023**, at **9:00 A.M.**, in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

**A 40 foot Drainage Easement over and across a portion of Parcel "J", as shown on the map or plat of SPRING LAKE VILLAGE VII, recorded in Plat Book 11, Page 7 of the Public Records of Highlands County, Florida, the north boundary of said 40 foot easement being 105 feet south of and parallel with the north boundary of said Parcel "J", LESS and EXCEPT that portion of said 40 foot Easement lying east of the westerly boundary of PINE RIDGE CIRCLE SUBDIVISION (being a replat of a portion of Parcel "J"), as recorded in Plat Book 13, Page 48 of the Public Records of Highlands County, Florida.**

**Parcel Identification Numbers: C-15-35-30-070-P0J0-0000 and C-15-35-30-070-P0J0-0010**

**SITE ADDRESS: 6500 US 98 and 430 Duane Palmer Blvd., Sebring, FL 33876**

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Sherri Bennett, ADA Coordinator at: 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
Jan. 11, 18, 2023

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

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

**SUBJECT/TITLE:** **Request to approve and rank ten (10) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program.**

---

## STATEMENT OF ISSUE

Attached for your review, approval and ranking are ten (10) FDOT Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 FDOT Five Year Work Program. These applications consist of seven (7) Small County Outreach Program (SCOP), and three (3) Small County Road Assistance Program (SCRAP) projects.

Please see the attached list which includes: the project name, the location, a brief description, AADT volumes, current and projected road condition indexes, estimated cost of each project, and a "Wait List" for further review to be submitted to FDOT by March 17, 2023, and three (3) additional Congestion Management (CM) projects submitted to Heartland Regional Transportation Planning Organization (HRTPO) by March 21, 2023, for the FY 2024-2028 Five Year Work Program. These CM applications are ranked by HRTPO.

## RECOMMENDED ACTION

**Move to approve and rank ten (10) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program.**

## FISCAL IMPACT

The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2024-2028 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% to 50% fund match for some applications.

Attachments: 2023 FDOT_ District 1 Projects Ranking List - 2-15-23.pdf

## SCOP Applications for Submittal in 2023

| SUGGESTED RANKING | PROJECT TYPE | PROJECT NAME | PROJECT LOCATION | PROJECT DESCRIPTION | AADT Volumes | Road Conditions Index | Projected Road Conditions Index | Estimated Total Project Cost | Estimated County Funding | Estimated FDOT Funding | APPROVED RANKING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 4 | SCOP | Lake Josephine Dr | Orange Blossom Blvd to Payne Rd | Reconstruct and widen existing roadway, and add paved shoulders, re-stripe, and add/upgrade pavement markings, signage, & existing cross slope | 2,356 | 57 | 32 | $ 1,970,661.00 | $ - | $ 1,970,661.00 | |
| 6 | SCOP | Hammock Rd Paving - Phase II | Unpaved section on Hardee side to the bridge | Add bike lane and pave existing non-paved roadway connecting Highlands Co & Hardee Co | 1,887 | 24 | -1 | $ 949,431.19 | $ - | $ 949,431.19 | |
| 5 | SCOP | Hammock Rd Paving - Phase I | Unpaved section on Highlands side to the bridge | Add bike lane and pave existing non-paved roadway connecting Highlands Co & Hardee Co | 1,887 | 24 | -1 | $ 1,174,040.15 | $ - | $ 1,174,040.15 | |
| 3 | SCOP | Grand Concourse | NW Josephine Rd to Josephine Bridge | Pave a 1.73 mile (9,134.4 feet) section of existing shell roadway | N/A | 24 | -1 | $ 1,598,452.90 | $ - | $ 1,598,452.90 | |
| 2 | SCOP | Arbuckle Creek Rd | Bishop Dairy Rd to Landfill | Widen, resurface and add shoulders along 4.52 miles of roadway | 1,850 | 79 | 54 | $ 4,543,145.04 | $ - | $ 4,543,145.04 | |
| 1 | SCOP | Arbuckle Creek Rd | Landfill to Arbuckle Creek Bridge | Widen, resurface and add shoulders along 3.33 miles of roadway | 1,850 | 79 | 54 | $ 5,348,724.87 | $ - | $ 5,348,724.87 | |
| 7 | SCOP | Twitty Rd | US 98 to Skipper Rd | Widen, mill & add shoulders to approximately a 1.83 mile (9,662.4 feet) section of roadway | | 68 | 43 | $ 2,523,826.80 | $ - | $ 2,523,826.80 | |
| | | | | | | **Total:** | | **$ 18,108,281.95** | $ - | **$ 18,108,281.95** | |

## SCRAP Applications for Submittal in 2023

| SUGGESTED RANKING | PROJECT TYPE | PROJECT NAME | PROJECT LOCATION | PROJECT DESCRIPTION | AADT Volumes | Road Conditions Index | Projected Road Conditions Index | Estimated Total Project Cost | Estimated County Funding | Estimated FDOT Funding | APPROVED RANKING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | SCRAP | CR-731 | Clubhouse Rd to Fisheating Creek | Mill/Resurface 2.60 miles | 600 | 60 | 35 | $ 1,928,799.80 | $ - | $ 1,928,799.80 | |
| 3 | SCRAP | W Interlake Blvd | Catfish Creek Rd to the circle | Mill/Resurface 0.79 mies | 5,100 | 70 | 45 | $ 1,012,749.63 | $ - | $ 1,012,749.63 | |
| 1 | SCRAP | Sebring Parkway | Youth Care Lane to N Ridgewood Dr | Mill/Resurface 1.62 miles | 10,300 | 80 | 55 | | $ - | | |
| | | | | | | **Total:** | | **$ 2,941,549.43** | $ - | **$ 2,941,549.43** | |

## Additional Projects - 2023 Applications (Not Included in Ranking, Ranked by HRTPO or FDOT Only)

| SUGGESTED RANKING | PROJECT TYPE | PROJECT NAME | PROJECT LOCATION | PROJECT DESCRIPTION | AADT Volumes | Road Conditions Index | Projected Road Conditions Index | Estimated Total Project Cost | Estimated County Funding | Estimated FDOT Funding | APPROVED RANKING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| HRTPO | CM | SR 66/Burkett Ave Right Turn Lane | SR 66 westbound turning onto Burkett Ave | Add a right turn lane | 0 | State/66 - Burkett | State/66 - Burkett | TBD | $ - | TBD | HRTPO |
| HRTPO | CM | US 27/Ryant Blvd Turn Lane | US 27 southbound turning onto Ryant Blvd | Add a right turn lane and some drainage improvementes | 0 | State/City Rd | State/City Rd | TBD | $ - | TBD | HRTPO |
| HRTPO | CM | Hammock Rd/US 27 Turn Lane | Hammock Rd turning tight onto US 27 | Add an additional right turn lane on Hammock Rd | 0 | 95 | 70 | TBD | $ - | TBD | HRTPO |
| | | | | | | **Total:** | | $ - | $ - | $ - | |

| | Estimated Total Project Cost | Estimated County Funding | Estimated FDOT Funding |
|---|---|---|---|
| **Combined Totals:** | **$ 21,049,831.38** | $ - | **$ 21,049,831.38** |

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

**PRESENTER:** **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**

**SUBJECT/TITLE:** **Consider Statement of Legislative Intent for an Ordinance related to environmental clearance requirements in the Carter Creek Mega-Parcel**

---

## STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

The Carter Creek Mega-Parcel shown on the attached map is an area of environmental concern within Highlands County and is part of the Lake Wales Ridge Wildlife and Environmental Area project boundary, managed by the Florida Fish and Wildlife Conservation Commission. This project boundary consists of a matrix of state-owned and privately owned parcels.

This area is considered the stronghold for the protected plant species Crotalaria avonensis (Avon Park Harebells) and is also very important for the plant species Pseudoziziphus celata (Florida Jujube), which was thought to be extinct until 1987. As the Carter Creek Mega-Parcel contains prime scrub habitat, it is home to many other plant and wildlife species that the Natural Resources Advisory Commission (NRAC) wish to conserve. Furthermore, scrub habitat is known to be home to many protected wildlife species, including Florida scrub jays, gopher tortoises and sand skinks. Florida scrub jays and sand skinks are federally protected, and gopher tortoises are state protected.

The Highlands County 2030 Comprehensive Plan and the LDRs include language to protect endangered or threatened species and habitats. Currently, the Comprehensive Plan and the Land Development Regulations allow for an environmental clearance exemption for properties identified on the County's Conservation Overlay Map to contain two acres or less of Xeric Uplands, which includes scrub habitat. Meaning that if a property contains two acres or less of Xeric Upland, the property owner can obtain a land clearing permit without submitting an environmental clearance report and receiving environmental clearance. However, this exemption does not give the property owners the right to impact protected wildlife. Property owners that impact threatened or endangered species can be arrested and face jail time and/or be assessed fines.

NRAC has recommended that the Board of County Commissioners consider adopting language within the LDRs that requires environmental clearance reports for any landowner wanting to develop within the Carter Creek Mega-Parcel, instead of allowing the exemption.

The Planning and Zoning Commission and Local Planning Agency (P&Z) voted to forward the proposed language to the Board of County Commissioners without comment from P&Z. Pursuant to the LDRs, "in the event that a decision of approval by the P&Z is not obtained, then the matter being considered shall be deemed to have been denied [by the P&Z]."

**RECOMMENDED ACTION**

**Direct staff on how to proceed.**

**FISCAL IMPACT**

There is no fiscal impact.

Attachments: Staff Report LDRs-Carter Creek.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Land Development Regulations Amendment | **BCC Hearing Date:** 2/21/2023 |
| **Case Number:** P&Z 2120 | **Case Name:** LDR Amendments Section 12.12.603 Carter Creek Mega-Parcel |
| **Agenda Item Type:** BCC Statement of Legislative Intent | **Case Staff Member:** Melony Culpepper |

Amendment: Land Development Regulations (LDRs) – Text Amendments

Proposal: To amend Section 12.12.603.B.4. of the LDRs

Area Covered
By Amendment: Carter Creek Mega-Parcel in Avon Park

**Staff Recommendation:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations requiring environmental clearance reports in the Carter Creek Mega-Parcel.

2. **Staff Recommendation to the P&Z concerning the Natural Resources Advisory Commission (NRAC) recommendation:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations requiring environmental clearance reports in the Carter Creek Mega-Parcel.

3. **Excerpt from the January 10, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2120 – ORDINANCE NO. 22-23- – ENVIRONMENTAL CLEARANCE REPORT REQUIREMENTS FOR CARTER CREEK MEGA-PARCEL** Proposed amendments to Section 12.12.603 of the Code of Ordinances, Highlands County, Florida to require environmental clearance reports for the Carter Creek Mega-parcel.

   Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were two (2) letters received in favor of the request and none received in objection; nine (9) members from the audience, including representatives from Florida Fish and Wildlife Conservation Commission (FWC) and Archbold Biological Station, spoke regarding the request. Five (5) of the audience members, including the two (2) representatives, spoke in favor of the request; two (2) of the audience members spoke with concerns on the request; and one (1) audience member asked for

clarification on ownership of privately owned lots. Discussions included private property rights, raising costs of development, property values, enforcing state/federal regulations at the local level, the environmental significance of the Carter Creek area, and the current number of existing homes vs. homes under construction.

Motion by Mr. Ingler and seconded by Mr. Boring to forward the proposed language to the Board of County Commissioners without comment from the Planning and Zoning Commission and Local Planning Agency.

Upon roll call, Mr. Ingler, Mr. Boring, Mrs. Ezell, Mr. Roberts, Mr. Howard, and Mr. Youngman, voted yes, and Mrs. Hunnicutt voted no. **Motion carried 6-1."**

**Summary of Proposed Amendments**

The Carter Creek Mega-Parcel shown on the attached map is an area of environmental concern within Highlands County and is part of the Lake Wales Ridge Wildlife and Environmental Area project boundary, managed by the Florida Fish and Wildlife Conservation Commission. This project boundary consists of a matrix of state-owned and privately owned parcels.

This area is considered the stronghold for the protected plant species *Crotalaria avonensis* (Avon Park Harebells) and is also very important for the plant species *Pseudoziziphus celata* (Florida Jujube), which was thought to be extinct until 1987. As the Carter Creek Mega-Parcel contains prime scrub habitat, it is home to many other plant and wildlife species that the Natural Resources Advisory Commission (NRAC) wish to conserve. Furthermore, scrub habitat is known to be home to many protected wildlife species, including Florida scrub jays, gopher tortoises and sand skinks. Florida scrub jays and sand skinks are federally protected, and gopher tortoises are state protected.

The Highlands County 2030 Comprehensive Plan and the LDRs include language to protect endangered or threatened species and habitats.

- Objective 3 of the Comp Plan states that "the County shall protect native vegetative communities identified herein and shall restrict activities known to adversely affect endangered and threatened species and their habitat.

- Section 12.12.602 of the LDRs states that "it is the intent of Highlands County to protect natural resources or to mitigate any potential negative impact that development or land clearing may pose to protected natural resources. These regulations are designed to ensure that certain natural resources will be adequately protected, and their viability will be reasonably assured by establishing administrative procedures for… establishing a development review process which coordinates local, state, and federal agencies' regulatory activities involving the protection of endangered or threatened species, protection of wetlands, wellhead protection areas, and recharge areas."

Currently, the Comprehensive Plan and the Land Development Regulations allow for an environmental clearance exemption for properties identified on the County's Conservation Overlay Map to contain two acres or less of Xeric Uplands, which includes scrub habitat. Meaning that if a property contains two acres or less of Xeric Upland, the property owner can obtain a land clearing permit without submitting an environmental clearance report and receiving environmental clearance. However, this exemption does not give the property owners the right to impact protected wildlife. Property owners that impact threatened or endangered species can be arrested and face jail time and/or be assessed fines.

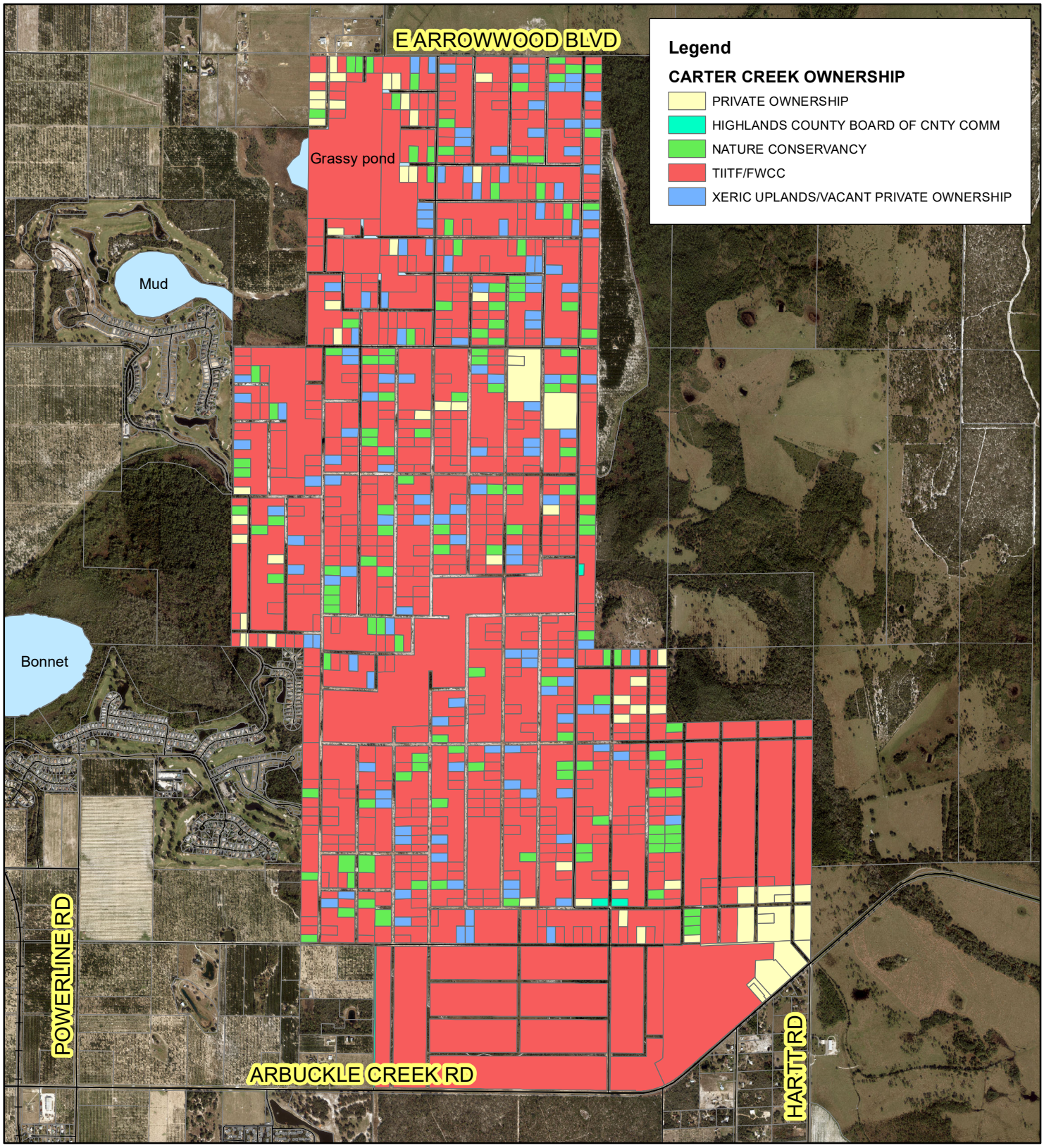
NRAC has been researching ways to protect the dwindling scrub habitat in Highlands County, to ensure that protected wildlife is not being inadvertently impacted, and to protect landowners, especially within the Carter Creek Mega-Parcel. NRAC has recommended that the Board of County Commissioners consider adopting language within the LDRs that requires environmental clearance reports for any landowner wanting to develop within the Carter Creek Mega-Parcel, instead of allowing the exemption. This measure would protect landowners wishing to develop by ensuring that the proper state and federal permits are in place before development begins. This allows for county staff to efficiently inform landowners of their environmental responsibility and will, therefore, better educate citizens as well as provide increased transparency to the landowners in Highlands County.

The proposed language is attached for your consideration and recommendation to the Board.

The Planning and Zoning Commission and Local Planning Agency (P&Z) voted to forward the proposed language to the Board of County Commissioners without comment from P&Z. Pursuant to the LDRs, "in the event that a decision of approval by the P&Z is not obtained, then the matter being considered shall be deemed to have been denied [by the P&Z]."

Attachments:

1. Carter Creek Mega-Parcel Map
2. Proposed Amendment to the LDRs




CARTER CREEK MEGA-PARCEL

N

Feet
0 1,300 2,600 5,200

**Section 12.12.603. Environmental clearance report (ECR) required.**

A. Whenever a proposed development site contains xeric uplands, wetlands, cutthroatgrass seeps, wellhead protection zones, or aquifer recharge areas, or if any of those resources are otherwise known to occur on the property, an environmental professional, pursuant to the requirements of this division, is required to prepare an environmental clearance report (ECR). For purposes of this section, the term "known to occur" means any information received from an environmental professional, a government agency with appropriate jurisdiction, any scientific study, or any reference material contained in the comprehensive plan or the base documents that supported development of the comprehensive plan. The development services director is responsible for reviewing applications for and issuing environmental clearance and land clearing permits as required by this division. (Ord. No. 16-17-17, § 236)

B. Environmental clearance reports and review are required (unless otherwise exempted or an appropriate substitute as allowed) for:

1. Large scale comprehensive plan amendments.

2. Re-zones, site plans and plats consisting of an area greater than ten acres or 50 lots or more, regardless of the acres.

3. Building permits and land clearing permits for any land clearing of an area greater than two acres. (Ord No. 06-07-04 § 23)

~~3.~~4. Any property located within the Carter Creek Mega-Parcel located in Sections 33 and 34, Township 33 South, Range 29 East, and Sections 3,4, 9, 10, 11, 14, and 15, Township 34 South, Range 29 East within the Sebring Highlands, Inc. Unrecorded Subdivision or Sebring Highlands Section One Subdivision as recorded in Plat Book 13 Page 75 of the Official Records of Highlands County, Florida. A simplified ECR shall not be allowed.

C. All projects proposing any use that poses a significant potential to diminish existing air quality must prepare an environmental clearance report that provides acceptable mitigation measures to assure the maintenance of on-site and off-site air quality and prohibits activities that will negatively impact the ambient air quality of nearby residential areas.

D. Typical projects that are required to prepare an ECR include but are not limited to incinerators, including commercial open air incinerator facilities, asphalt plants, paper mills, and fuel burning generation facilities. Exemptions to this requirement include controlled burns related to agriculture activities and the management of land, and all exemptions included in the definition of land clearing.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

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

**SUBJECT/TITLE:** **Request approval of Professional Services Agreement with Kimley-Horn and Associates and Professional Services Agreement with Geosyntec Consultants, Inc., stemming from RFP-22-012, for Water Quality and Drainage Study Services.**

---

## STATEMENT OF ISSUE

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan in the amount of $1,750,000 (See attached). On June 25, 2022, a request for proposal (RFP), RFP No: 22-012/LKD Professional Services for Water Quality and Drainage Studies was advertised and on August 2, 2022, seven (7) proposals were received from consultants. On August 17, 2022, the selection committee recommended awarding to the two (2) highest ranked responsive and responsible proposer(s) Kimley-Horn and Associates and Geosyntec Consultants Inc. The seven (7) targeted study areas were assigned as follows:

Kimley-Horn and Associates
Avon Park Estates
Spring Lake
Lake Haven Estates (Jack Creek Watershed)
Orange Blossom Estates (Jack Creek Watershed)

Geosyntec Consultants Inc.
Sebring Country Estates (Sebring Watershed)
Sebring Falls (Sebring Watershed)
Placid Lakes

Engineering department work with each consultant to develop a final scope of work and request for proposal. Kimley-Horn and Associates provided a proposal with a fee of $805,430.00. Geosyntec Consultants Inc. provided a proposal with a fee of $542,516.00. The total of both consultant fees is $1,347,946.00. The County Attorney has reviewed and approved the agreements.

## RECOMMENDED ACTION

**Move to approve the Professional Services Agreement with Kimley-Horn and Associates and Professional Services Agreement with Geosyntec Consultants, Inc., stemming from RFP-22-012, for Water Quality and Drainage Study Services.**

## FISCAL IMPACT

The fiscal impact will be recognized when the county receives funding from the State and a budget amendment will be brought to the Board at that time. Funds to compensate Kimley-Horn and Associates and Geoysntec Consultants Inc. will come from the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.

Attachments: Engineering item.pdf

## AGREEMENT

**THIS AGREEMENT** is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and KIMLEY-HORN & ASSOCIATES, INC. 421 Fayetteville Street, Suite 600, Raleigh, North Carolina, 27601, FEIN # 56-0885615; hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for Water Quality and Drainage Study Services, pursuant to the COUNTY's Purchasing Policy and RFP-22-012; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in RFP-22-012; and,

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. TERM.**

The term of this Agreement shall be for a period of five hundred, forty-eight calendar days from the date the contract is executed by the County, and may be extended when in the best interest of the COUNTY for three additional periods of one (1) year each.

**SECTION 3. SCOPE OF SERVICES.**

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

**SECTION 4. WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs

incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

**SECTION 5. OBLIGATIONS OF THE CONTRACTOR.**

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

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

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

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

**SECTION 6. STANDARD OF CARE.**

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

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

**SECTION 7. COMPENSATION.**

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

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

**SECTION 8. TERMINATION.**

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

**SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.**

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

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

**SECTION 10. INSURANCE.**

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

1. AUTOMOBILE:
   a. Combined Single Limit: $1,000,000.00 per accident,

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($100,000.00) per occurrence, $100,000.00 per employee and $ 500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an Additional Insured on all policies except Workers Compensation and Professional
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,

9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

**SECTION 11. COUNTY OBLIGATIONS.**

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

**SECTION 12. ENTIRE AGREEMENT.**

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

**SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

**SECTION 14. PUBLIC RECORDS**.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI**

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

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

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

**SECTION 15. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as

amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 16. APPLICABLE LICENSING.**

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

**SECTION 17. COMPLIANCE WITH ALL LAWS.**

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

**SECTION 18. INDEMNIFICATION.**

In accordance with Florida Statutes, Section 725.08 the CONSULTANT shall indemnify and hold harmless Highlands County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this services under this Agreement.

**SECTION 19. BANKRUPTCY OR INSOLVENCY.**

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

**SECTION 20. BINDING EFFECT.**

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

**SECTION 21. ASSIGNMENT.**

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

**SECTION 22. SEVERABILITY.**

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

**SECTION 23. WAIVER.**

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

**SECTION 24. NOTICE.**

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

*Copy to:* Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@RoperPA.com

CONTRACTOR: Kimley-Horn & Associates, Inc.

421 Fayetteville Street,
Suite 600,
Raleigh, North Carolina, 27601

**SECTION 25. MODIFICATION.**

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

**SECTION 26. HEADINGS.**

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

**SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.**

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

**SECTION 28. CONFLICT OF INTEREST.**

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

**SECTION 29. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any

supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 30. JOINT AUTHORSHIP.**

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

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

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

**SECTION 32. SOVEREIGN IMMUNITY.**

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

**SECTION 33. AUDITING, RECORDS, AND INSPECTION.**

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

COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

**SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

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

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

(*Signatures on the following page*)

**IN WITNESS WHEREOF,** the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

**CONTRACTOR**

By: Kellie Clark

Print: Kellie Clark

Title: Project Manager

**STATE OF** FLORIDA
**COUNTY OF** LEE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of KELLIE CLARK, as Project Mgr, of KIMLEY-HORN, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of FEBRUARY, 2023.

(stamp)

Notary Public State of Florida
David Mercer
My Commission HH 054536
Expires 10/18/2024

David Mercer
NOTARY PUBLIC, State of FL

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY**

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

**Exhibit "A"**
**Scope of Services**
**Water Quality and Drainage Study**

## Project Understanding

- Highlands County ("County") is interested in performing a water quality and drainage study to identify improvements needed to address flooding concerns in seven areas throughout the County identified in red in **Exhibit 1**. Kimley-Horn ("Consultant") will study three of these seven areas, perform a third-party review for one of the seven areas, and Geosyntec will study three of these seven areas. The three areas to be studied by the Consultant include: Avon Park Estates, Lake Haven Estates, Orange Blossom Estates. The area to be reviewed by the Consultant is Spring Lake.
- The Consultant will create models to generally utilize roadways as basin divides and overland weirs. This will be at the scale for each of the three areas as noted in **Exhibit 2**.
- Local drainage features such as roadside swales and driveway culverts will not be modeled.
- This project will be a planning level study to determine recommended improvements in this area and not at a level suitable for FEMA map revisions or regulatory floodplain management programs.
- The study's deliverables are anticipated to serve as documentation in future grant or loan submittals.
- The Consultant will contract directly with a surveyor for this project. Survey cost will not be included in the initial proposal. Once the survey scope of services is determined, a contract modification for the survey work will be executed.
- Tasks 1 through 6 below are for the three study areas (Avon Park Estates, Lake Haven Estates, Orange Blossom Estates). Task 7 covers the review of the Spring Lake Area.

## Scope of Services

### TASK 1 – PROJECT MEETINGS AND ADMINISTRATION

A. **Project Kickoff Meeting**

1. The Consultant will attend a TEAMS Project Kickoff Meeting with the County to discuss the Project and anticipated improvements, as well as the scope of services, schedule, project administration, communication plan, and invoicing.

2. The Consultant will prepare a meeting agenda and meeting summary notes of the topics discussed during the Project Kickoff Meeting, including any action items that were agreed to during the meeting. The Consultant will submit the meeting summary notes to the County.

B. **Progress Meetings**

1. The Consultant will schedule and attend up to 18 progress meetings with the County project manager and other County staff.
2. The Consultant will prepare an agenda for each progress meeting as well as summary notes of the topics discussed, including any action items that were agreed to during any of the meetings.

***Deliverables:***

- Meeting Agenda and Notes for the kickoff meeting – one (1) electronic copy in .pdf format
- Meeting Agenda and Notes for each progress meeting – one (1) electronic copy in .pdf format

**TASK 2 – DATA COLLECTION AND DOCUMENTATION**

A. **Initial Data Collection and Desktop Review**

1. The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, topographic data, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available.
2. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3.

3. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow.

4. The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins for County review.

5. Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale.

B. **Field Visit**

Within the areas of anticipated model refinement, the Consultant will visit the field to verify general drainage patterns and drainage structures to be modeled. The Consultant will photograph and document the size and material of the accessible major conveyance stormwater structures. It is anticipated that areas that have already been visited in past studies or are already to the desired level of detail will be visited only to understand general drainage patterns and structures will not be visited. This total subtask is limited to 15 days of field work.

If during the course of the project, it is determined that it would be worthwhile to collect data via a drone, the County has these capabilities and will perform this data collection.

C. **Survey and Coordination with Surveyor**

1. The Consultant will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others.

2. Cost associated with Task 2C will only be for the Consultant's coordination efforts. Cost for the survey work will be approved under a separate contract amendment.

D. **Data Collection Deliverable**

The Consultant will compile information collected in Task 2 into a single deliverable folder with a list of data collected. The data contained in the deliverable will be limited to data relevant to model development.

***Deliverables:***

- Data Gaps Map – one (1) electronic copy in .pdf format
- Database of collected data relevant to model development

## TASK 3 – EXISTING CONDITION ANALYSIS

A. **Desktop Environmental Review**

1. The Consultant will conduct a Natural Resource Assessment (NRA) for each of the three study areas to identify potential wetlands and surface waters, upland habitats (including potential sensitive habitats), and evaluate the potential usage of threatened and endangered species. In preparing the NRA, the Consultant will conduct the following tasks:
    - Review readily available natural resource documentation, previous environmental studies (provided by County), readily available permits and listed species information
    - Review existing GIS databases sourced from the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), iNaturalist, Audubon EagleWatch, and Cornell Lab's eBird regarding known occurrences of listed species on and near the subject property;
    - Review State Historical Preservation Office (SHPO) Master Site File
    - Review land cover map classifying the habitats based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS)
    - Review U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) soils
    - Review Federal Emergency Management Agency (FEMA) floodplain
    - Review available historical aerials

2. Following the desktop review a Technical Memorandum will be prepared summarizing the results of the data collection efforts as well as additional surveys required, if applicable, such as detailed listed species surveys. The following exhibits will be prepared:
    - Location Map
    - 7.5 Minute U.S. Geological Service (USGS) Quadrangle Map
    - Historical Aerial Map(s)
    - Historical FLUCCS
    - Existing FLUCCS
    - USDA/NRCS Soils map, and
    - Listed species map(s), if applicable

B. **Existing Conditions Stormwater Hydraulic & Hydrological (H&H)**

**Model**

The Consultant will utilize available existing models and the refined basins created in Task 2 to create an existing conditions model for each of the three study areas. The refined model will utilize existing model data as available, but will supplement that data with data available from the DEM, field visits, survey, and preliminary model features developed in Task 2. The models will be developed based on the following approach:

1. The Consultant will use ICPR4 software, by Streamline Technologies, Inc. to conduct the hydraulic/hydrologic stormwater modeling for this task. The model will be developed using 1D methodologies.
    a. The Consultant will assign DCIA and impervious percentages based on land use types (land use will be obtained from the water management district).
    b. Overland weirs will be developed based on the available DEM.
    c. Stage-storage relationships will be developed using the available DEM.
    d. Pipes, control structures, and channels (ditches) in the study area will be modeled based on the available data (as-built or survey data or based on engineering judgement/assumptions when survey or as-built data is not available).
    e. Rainfall depths will be based on SWFWMD Basis of Review isohyetal maps as published at the time of notice to proceed.
2. Once the calibration is complete, for the existing conditions model, the Consultant will model the 2.33-year 24-hour, 10-year 24-hour, 25-year 24-hour, 50-year 24-hour, and 100-year 24-hour design storm events.

C. **Existing Conditions H&H Model Calibration/Verification**

1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service.

***Deliverables:***

- Environmental Technical Memorandum – one (1) electronic copy in .pdf format
- Level pool floodplains for final model runs for each of the study areas – three (3) total in .pdf format and associated .shp files

## TASK 4 – ALTERNATIVES ANALYSIS

### A. Initial Project Selection

1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project locations for proposed projects.

2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. The Consultant will discuss with the County the goals for flood reduction.

### B. Modeling Alternatives Analysis

1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document.

2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area.

3. The Consultant will model the three (3) selected alternatives for each study area in the existing condition model.

4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas.

C. **Secondary Drainage System**

It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects.

***Deliverables:***

- Model iterations document - one (1) electronic copy in .pdf format
- Level pool floodplains for final model runs for all storm event - (three alternatives for three areas) – nine (9) total maps in .pdf format and .shp file format
- Node stage results in tables – one (1) electronic copy in .pdf format
- 
- Secondary Drainage System Sizing map in .pdf format

**TASK 5 – BENEFIT-COST ANALYSIS**

**A. Preliminary Layouts**

The Consultant will create preliminary layouts of the drainage improvements proposed in the three (3) alternatives in each of the study areas. These alternatives will include improvements to the primary drainage structures only. As a separate layout, the Consultant will prepare a layout that shows the proposed secondary drainage improvements that are recommended. These will be used as the basis for the cost estimates.

**B. Preliminary Opinions of Probable Construction Cost**

The Consultant will prepare preliminary opinions of probable construction cost[1] (OPCC) (Class II level) for the nine identified alternatives. The preliminary OPCC should be developed using current industry information. The information will be used to compare the alternatives and general anticipated cost. Further refinement of the OPCC will be developed in the future.

**C. Decision Support Matrix**

1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered.
2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County.

***Deliverables:***

- Preliminary layouts of the proposed drainage improvement alternatives - nine (3 OPCs per each of the 3 areas) electronic copies in .pdf format
- Opinions of Probable Cost - nine (3 OPCs per each of the 3 areas) electronic copies in .pdf format
- Decision Support Matrix - one (1) electronic copy in .pdf format

**Task 6 – FINAL REPORT AND RECOMMENDATION**

**A. Final Report**

1. Based on the final weighted matrix, the Consultant will recommend an alternative per area.
2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application.
3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County.

***Deliverables:***

- Draft Report (.pdf)
- Final Report (.pdf) and (Microsoft Word)

## TASK 7 – SPRING LAKE MODEL AND ANALYSIS REVIEW

### A. Model Review

1. The County will provide the Spring Lake model (existing) and any available associated files. To complete a review of the reasonableness of the model, the associated files will need to include a basin map and the topographic information used to develop the model parameters (such as stage-area and overland weirs). If these files are not available, the Consultant can complete a review using the data that is available, noting what was unable to be reviewed or confirmed. Once complete, depending on the adequacy of available data, additional services may be necessary to use the available model.
2. The Consultant will utilize the basin map provided and delineate basins in GIS. The Consultant will place nodes and links utilizing the information from the provided ICPR files. The intent of this task will be to have model features for reference during the review, not to make updates to these features if issues are noted (i.e. the model features created will be consistent with the model provided).
3. The Consultant will utilize the existing condition ICPR version 3 model provided and import it into ICPR version 4. The Consultant will load in the basins, links, and nodes utilizing the GIS spatial information.
4. The Consultant will conduct a review of the modeled basins and evaluate the reasonableness of the basin delineation utilizing the provided Digital Elevation Model, land-use, as-built, and imported ICPR4 files information.
5. The Consultant will review the model and datasets provided by City to evaluate the reasonableness of the model parameterization components (i.e. basins, nodes, links) to project floodplains and evaluate the usefulness of the model to complete an alternatives analysis.
6. The Consultant will run the model and will map the resulting floodplains. The Consultant will evaluate the reasonableness of the floodplain projections. Some of the items reviewed will include model warnings or errors, glass walls, model simulation times.

### B. Proposed Alternatives Review

1. The County will provide the Spring Lake final proposed condition model, reports, proposed conditions maps, and any available associated files. To complete a review of the reasonableness of the model, the associated files will need to include a basin map and the topographic information used to develop the model parameters (such as stage-area and overland weirs). If these files are not available, the

Consultant can complete a review using the data that is available, noting what was unable to be reviewed or confirmed. Once complete, depending on the adequacy of available data, additional services may be necessary to use the available model.

2. The ICPR version 3 model provided has multiple alternatives included. The Consultant will determine which scenario/alternative should be used and will use that scenario only to complete this task.

3. The Consultant will utilize the basin map provided, and the existing conditions model GIS files created and delineate the proposed basins in GIS. The Consultant will update the nodes and links utilizing the information from the provided proposed ICPR files. The intent of this task will be to have model features for reference during the review, not to make updates to these features if issues are noted (i.e. the model features created will be consistent with the model provided).

4. The Consultant will utilize the proposed conditions ICPR version 3 model provided (1 scenario/alternative only) and import it into ICPR version 4. The Consultant will load in the basins, links, and nodes utilizing the GIS spatial information.

5. The Consultant will conduct a review of the modeled basins and evaluate the reasonableness of the basin delineation utilizing the provided Digital Elevation Model, land-use, as-built, proposed map, and imported ICPR4 files information.

6. The Consultant will review the model and datasets provided by City to evaluate the reasonableness of the model parameterization components (i.e. basins, nodes, links) to project floodplains and usefulness of the model to complete an alternatives analysis.

7. The Consultant will run the model and will map the resulting floodplains. The Consultant will evaluate the reasonableness of the floodplain projections. Some of the items reviewed will include model warnings or errors, glass walls, model simulation times.

8. The Consultant will review the proposed condition model results compared to the existing condition model results to determine reasonableness of proposed projects and if they are anticipated to cause any adverse offsite impacts.

**C. Technical Memorandum and Meetings**

1. The Consultant will prepare a draft and final technical memorandum summarizing the review process and the Consultant's findings.

2. The Consultant will meet with the County, Spring Lake, and/or Craig A. Smith & Associates up to three times during this task to obtain

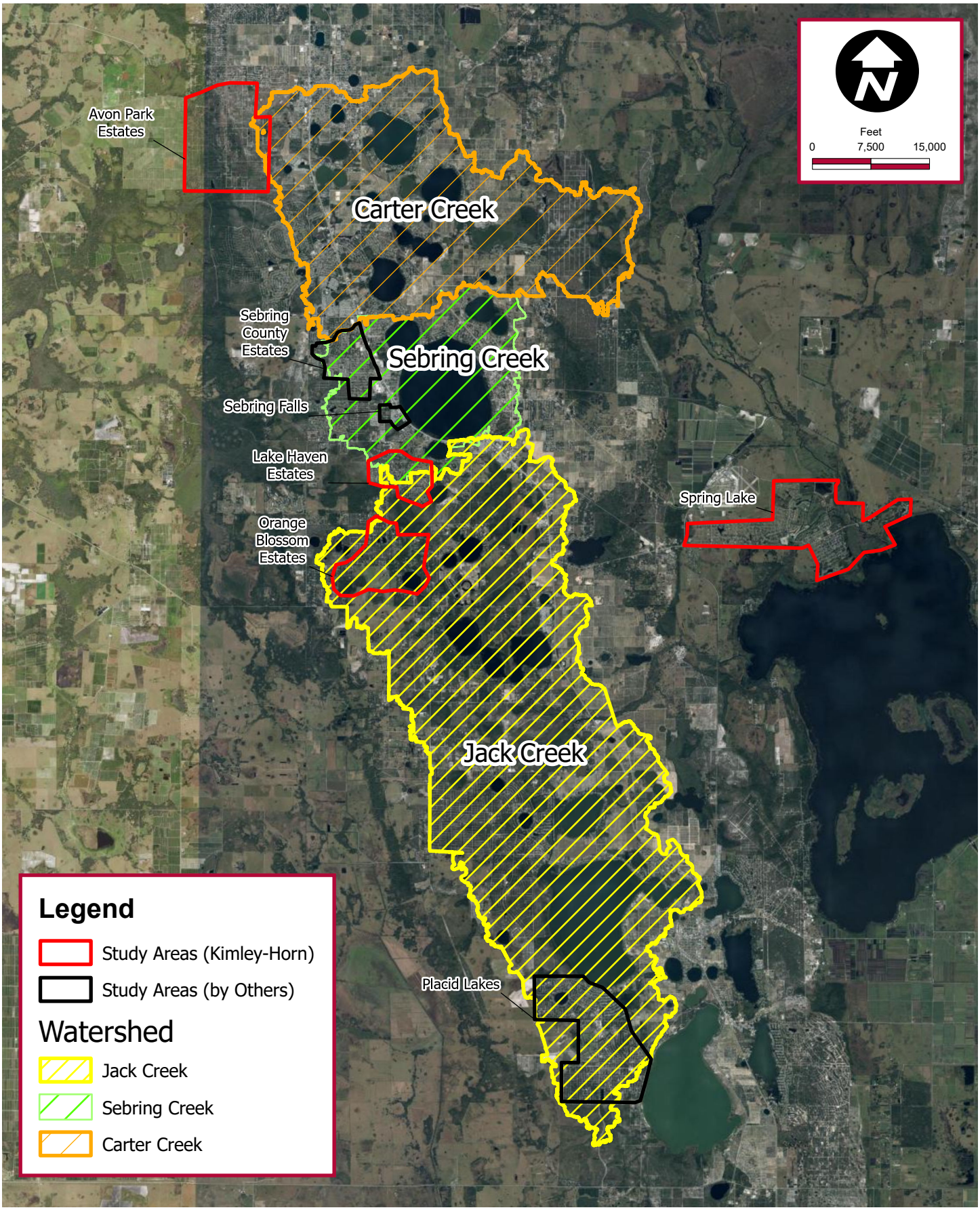
available information and receive clarification on the modeling prepared as needed.

3. The Consultant will meet with the County up to three times during this review. It is anticipated these meetings will occur after the review of the existing conditions model, after the review of the proposed conditions model, and after the draft technical memorandum is prepared to discuss findings.

***Deliverables:***

- Draft Report (.pdf)
- Final Report (.pdf) and (Microsoft Word)

[1]Notes: Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.




M:\Marketing\Public Sector\Highlands County\2022 Drainage Studies\Exhibits\HighlandsCounty.aprx - 9/8/2022 12:16 PM - Henry Albright

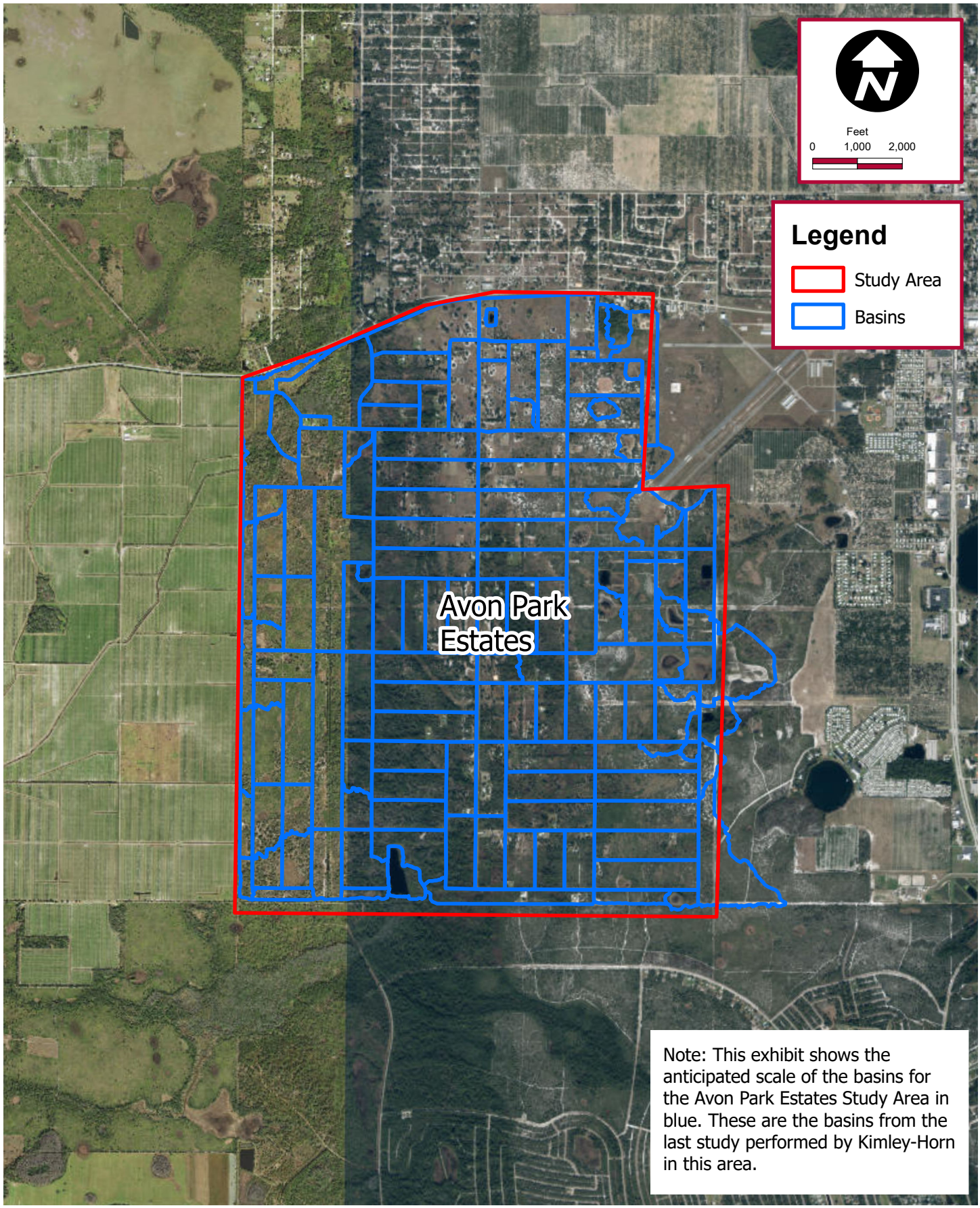
Kimley»Horn

© 2022 Kimley-Horn and Associates, Inc.
1412 Jackson Street, Suite 2, Fort Myers, FL 33901
Phone: 239 271 2650
www.kimley-horn.com CA 00000696

WATERSHEDS AND STUDY AREAS

Highlands County, FL

| Scale: As Noted | | September 2022 | Exhibit 1 |
|---|---|---|---|




M:\Marketing\Public Sector\Highlands County\2022 Drainage Studies\Exhibits\HighlandsCounty.aprx - 9/12/2022 1:12 PM - Henry Albright

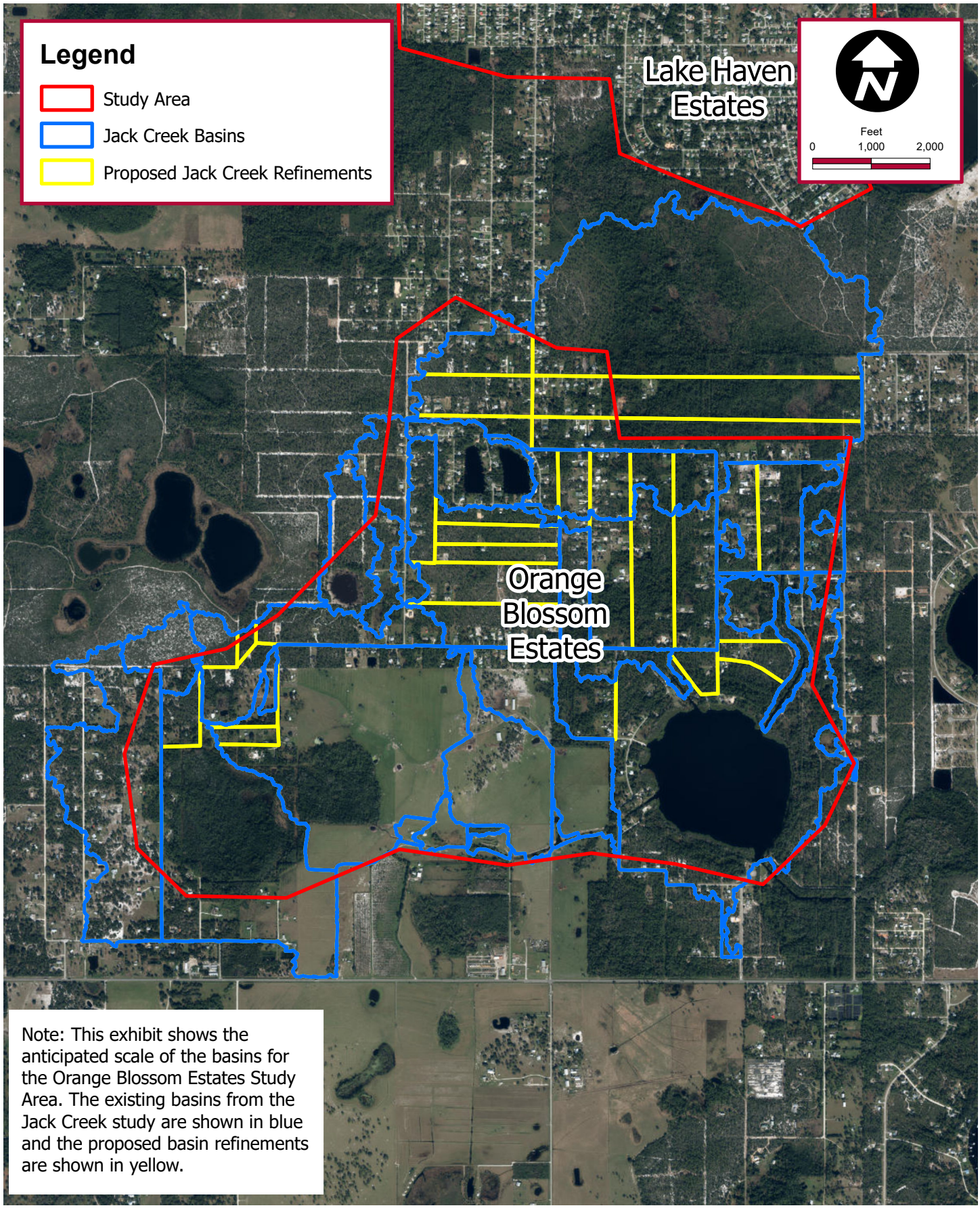
Kimley»Horn

© 2022 Kimley-Horn and Associates, Inc.
1412 Jackson Street, Suite 2, Fort Myers, FL 33901
Phone: 239 271 2650
www.kimley-horn.com CA 00000696

AVON PARK ESTATES

Highlands County, FL

| Scale: As Noted | | September 2022 | Exhibit 2A |
|---|---|---|---|




M:\Marketing\Public Sector\Highlands County\2022 Drainage Studies\Exhibits\HighlandsCounty.aprx - 9/13/2022 8:28 AM - Henry.Albright

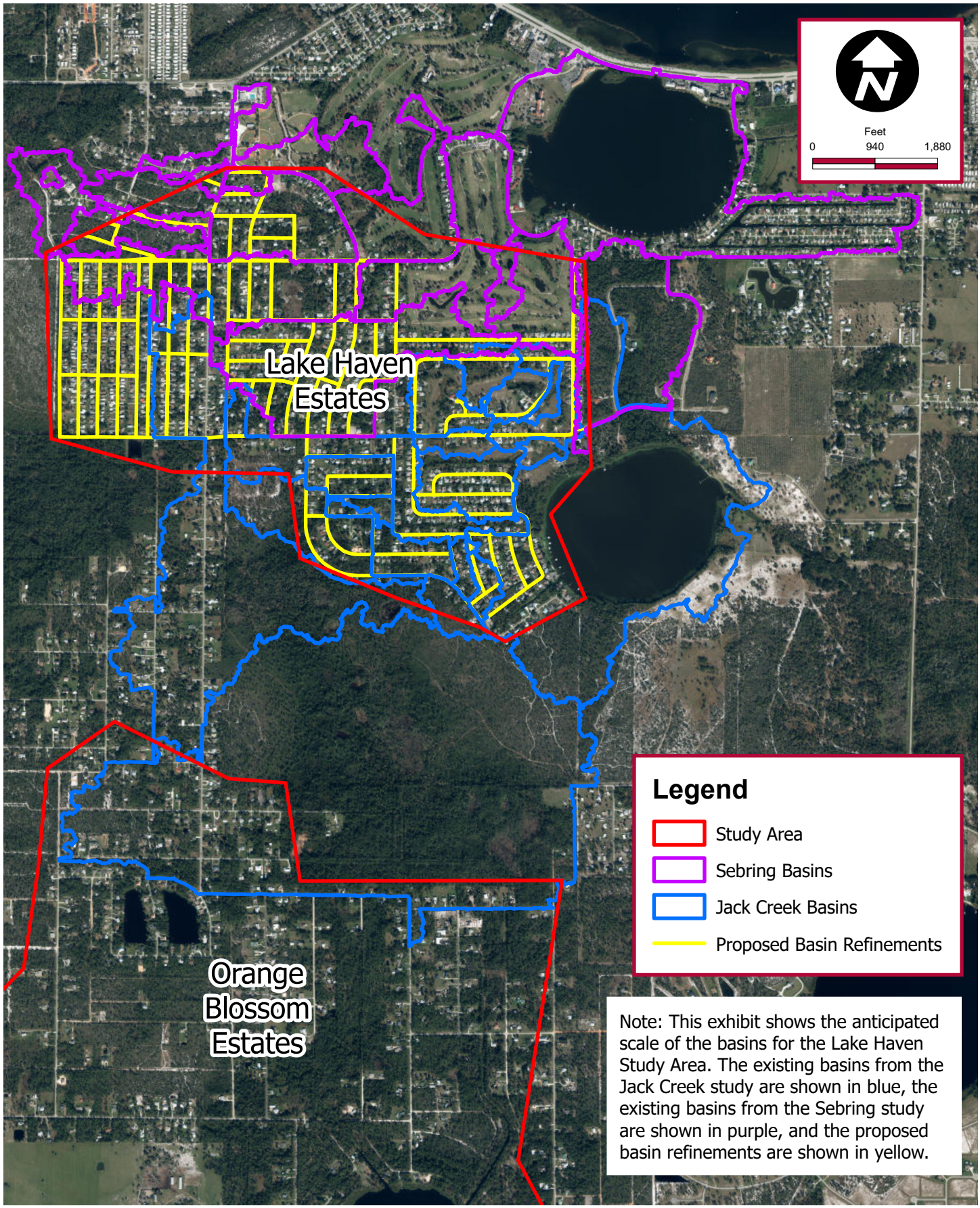
Kimley»Horn

© 2022 Kimley-Horn and Associates, Inc.
1412 Jackson Street, Suite 2, Fort Myers, FL 33901
Phone: 239 271 2650
www.kimley-horn.com CA 00000696

ORANGE BLOSSOM ESTATES

Highlands County, FL

| Scale: As Noted | | September 2022 | Exhibit 2B |
|---|---|---|---|




M:\Marketing\Public Sector\Highlands County\2022 Drainage Studies\Exhibits\HighlandsCounty.aprx - 9/13/2022 8:44 AM - Henry.Albright

Kimley»Horn

© 2022 Kimley-Horn and Associates, Inc.
1412 Jackson Street, Suite 2, Fort Myers, FL 33901
Phone: 239 271 2650
www.kimley-horn.com CA 00000696

LAKE HAVEN ESTATES

Highlands County, FL

| Scale: As Noted | | September 2022 | Exhibit 2C |
|---|---|---|---|

**Exhibit "B"**
**Pricing Schedule**

| KHA Task # Subtask ID Number | KHA Task Name Subtask Name/Description | Chief Eng 2 $335 | Chief Eng 1 $300 | Project Manager 1 $230 | Senior Engineer 1 $290 | Engineer 2.0 $260 | Engineer 1.0 $195 | Engineering Intern $150 | Snr Env Specialist $160 | Env Specialist $150 | Contract Coordinator $130 | *Fee* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Meetings** | | | | | | | | | | | |
| 5 | Project Kickoff Meeting | | | 4 | | | 4 | | | | | $ 1,700 |
| 6 | Progress Meetings | | | 24 | | | 24 | | | | | $ 10,200 |
| 7 | Agendas and Minutes | | | 12 | | | 48 | | | | | $ 12,120 |
| 8 | Project Management | | 2 | 10 | | | 10 | | | | | $ 4,850 |
| 9 | | | | | | | | | | | | $ - |
| | **Subtotal (Hours)** | 0 | 2 | 50 | 0 | 0 | 86 | 0 | 0 | 0 | 0 | |
| | **Subtotal (Dollars)** | $0 | $600 | $11,500 | $0 | $0 | $16,770 | $0 | $0 | $0 | $0 | $ 28,870 |
| **2** | **Data Collection and Documentation** | | | | | | | | | | | |
| 13 | 1. The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, topographic data, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available. | | 2 | 1 | 2 | 5 | 15 | 40 | | | | $ 11,635 |
| 14 | 2. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3. | | 2 | | 5 | 10 | 15 | 80 | | | | $ 19,575 |
| 15 | 3. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow. | 1 | 1 | | 2 | 6 | 20 | 60 | | | | $ 15,675 |
| 16 | 4. The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins for County review. | | 2 | | 2 | 6 | 12 | 40 | | | | $ 11,080 |
| 17 | 5. Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale. | | | | 2 | 3 | | 5 | | | | $ 2,110 |
| 18 | Field Visit | | 4 | | 5 | 10 | 105 | 115 | | | | $ 42,975 |
| 19 | Coordination with Surveyor | | | | 2 | 8 | 80 | | | | | $ 18,260 |
| 20 | Data Collection Deliverable | 1 | 4 | | 2 | 6 | 15 | 40 | | | | $ 12,600 |
| 21 | Project Management | | | 12 | | | | | | | 6 | $ 3,540 |
| 22 | | | | | | | | | | | | $ - |
| 23 | | | | | | | | | | | | $ - |
| | **Subtotal (Hours)** | 2 | 15 | 13 | 22 | 54 | 262 | 380 | 0 | 0 | 6 | |
| | **Subtotal (Dollars)** | $670 | $4,500 | $2,990 | $6,380 | $14,040 | $51,090 | $57,000 | $0 | $0 | $780 | $ 137,450 |
| **3** | **Existing Conditions Analysis** | | | | | | | | | | | |
| 27 | A. Desktop Environmental Review | | | | | | | | 25 | 50 | | $ 11,500 |
| 28 | B. Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model | | | | | | | | | | | $ - |
| 29 | Refine basins | | | | 4 | 8 | 25 | 80 | | | | $ 20,115 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 30 | Nodes, Links | | | | 1 | 3 | 25 | 50 | | | | $ | 13,445 |
| 31 | Landuse review | | | | 1 | 3 | 4 | 20 | | | | $ | 4,850 |
| 32 | CN | | | | 1 | 3 | 8 | 10 | | | | $ | 4,130 |
| 33 | TC | | | | 1 | 3 | 8 | 60 | | | | $ | 11,630 |
| 34 | General Hydrology | | | | 1 | 1 | 4 | 10 | | | | $ | 2,830 |
| 35 | Pipes | | | | 2 | 3 | 30 | 120 | | | | $ | 25,210 |
| 36 | Other structures | | | | 2 | 3 | 4 | 15 | | | | $ | 4,390 |
| 37 | Overland Weirs | | | | 2 | 3 | 8 | 20 | | | | $ | 5,920 |
| 38 | Channels | | | | 1 | 3 | 15 | 30 | | | | $ | 8,495 |
| 39 | Stage area | | | | 1 | 3 | 8 | 25 | | | | $ | 6,380 |
| 40 | Initial Conditions | | | | 1 | 3 | 15 | 50 | | | | $ | 11,495 |
| 41 | QC/troubleshooting | 5 | 5 | | 6 | 6 | 25 | 75 | | | | $ | 22,600 |
| 42 | Build Scenarios | | | | 1 | 1 | 2 | 6 | | | | $ | 1,840 |
| 43 | 2. Once calibration is complete, the Consultant will create level pool floodplain maps for the three design storm events. Floodplains for three design storm events (2.33-year, 25-year, 100-year) will all be included in one exhibit. | | 2 | | 2 | 4 | 8 | 30 | | | | $ | 8,280 |
| 44 | C. Existing Conditions H&H Model Calibration/Verification | | | | | | | | | | | $ | - |
| 45 | 1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service. | 5 | 20 | | 15 | 30 | 80 | 90 | | | | $ | 48,925 |
| | Project Management | | | 12 | | | | | | | 6 | $ | 3,540 |
| | **Subtotal (Hours)** | 10 | 27 | 12 | 42 | 80 | 269 | 691 | 25 | 50 | 6 | | |
| | **Subtotal (Dollars)** | $3,350 | $8,100 | $2,760 | $12,180 | $20,800 | $52,455 | $103,650 | $4,000 | $7,500 | $780 | $ | 215,575 |
| **4** | **ALTERNATIVES ANALYSIS** | | | | | | | | | | | | |
| 50 | A. Initial Project Selection | | | | | | | | | | | $ | - |
| 51 | 1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project locations for proposed projects. | 1 | 3 | | 5 | 15 | 20 | 25 | | | | $ | 14,235 |
| 52 | 2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. | | 4 | 2 | 2 | 4 | 8 | 30 | | | | $ | 9,340 |
| 53 | B. Modeling Alternatives Analysis | | | | | | | | | | | $ | - |
| 54 | 1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document. | 2 | 13 | | 5 | 25 | 60 | 200 | | | | $ | 54,220 |
| 55 | 2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area. | | 8 | 2 | 2 | 4 | 25 | 30 | | | | $ | 13,855 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 56 | 3. The Consultant will model the three (3) selected alternatives for each study area in both the existing condition models. | | 6 | | 10 | 30 | 60 | 180 | | | | $ 51,200 |
| 57 | 4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas. | | | | 5 | 10 | 20 | 70 | | | | $ 18,450 |
| 58 | C. Secondary Drainage System | | | | | | | | | | | $ - |
| 59 | It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects. | | 5 | | 5 | 10 | 40 | 120 | | | | $ 31,350 |
| 60 | Project Management | | | 6 | | | | | | | 10 | $ 2,680 |
| 61 | | | | | | | | | | | | $ - |
| 62 | | | | | | | | | | | | $ - |
| | **Subtotal (Hours)** | 3 | 39 | 10 | 34 | 98 | 233 | 655 | 0 | 0 | 10 | |
| | **Subtotal (Dollars)** | $1,005 | $11,700 | $2,300 | $9,860 | $25,480 | $45,435 | $98,250 | $0 | $0 | $1,300 | $ 195,330 |
| **5** | **BENEFIT-COST ANALYSIS** | | | | | | | | | | | |
| 66 | A. Preliminary Layouts (3) | | 3 | | 5 | 25 | 45 | 120 | | | | $ 35,625 |
| 67 | B. Preliminary Opinions of Probable Constuction Cost | | 3 | | 1 | 3 | 8 | 40 | | | | $ 9,530 |
| 68 | C. Decision Support Matrix | | | | | | | | | | | $ - |
| 69 | 1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered. | 2 | 10 | | 3 | 12 | 15 | 30 | | | | $ 15,085 |
| 70 | 2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County. | | | | 1 | 2 | 3 | 15 | | | | $ 3,645 |
| 71 | Project Management | | | 6 | | | | | | | 6 | $ 2,160 |
| 72 | | | | | | | | | | | | $ - |
| | **Subtotal (Hours)** | 2 | 16 | 6 | 10 | 42 | 71 | 205 | 0 | 0 | 6 | |
| | **Subtotal (Dollars)** | $670 | $4,800 | $1,380 | $2,900 | $10,920 | $13,845 | $30,750 | $0 | $0 | $780 | $ 66,045 |
| **6** | **FINAL REPORT AND RECOMMENDATION** | | | | | | | | | | | |
| 76 | 1. Based on the final weighted matrix, the Consultant will recommend an alternative per area. | 1 | 3 | | 5 | 10 | 15 | 15 | | | | $ 10,460 |
| 77 | 2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application. | 2 | 10 | 2 | 3 | 25 | 40 | 120 | | | | $ 37,300 |
| 78 | 3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County. | | 4 | 2 | 2 | 4 | 30 | 30 | | | | $ 13,630 |
| 79 | Project Management | | | 6 | | | | | | | 6 | $ 2,160 |
| 80 | | | | | | | | | | | | $ - |
| | **Subtotal (Hours)** | 3 | 17 | 10 | 10 | 39 | 85 | 165 | 0 | 0 | 6 | |
| | **Subtotal (Dollars)** | $1,005 | $5,100 | $2,300 | $2,900 | $10,140 | $16,575 | $24,750 | $0 | $0 | $780 | $ 63,550 |
| **7** | **Spring Lake Model and Analysis Review** | | | | | | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 84 | A. Model Review | | | | | | | | | | | $ - |
| 85 | 1. The County will provide the Spring Lake model (existing) and any available associated files. To complete a review of the reasonableness of the model, the associated files will need to include a basin map and the topographic information used to develop the model parameters (such as stage-area and overland weirs). If these files are not available, the Consultant can complete a review using the data that is available, noting what was unable to be reviewed or confirmed. Once complete, depending on the adequacy of available data, additional services may be necessary to use the available model. | | | 2 | | | | | | | | $ 460 |
| 86 | 2. The Consultant will utilize the basin map provided and delineate basins in GIS. The Consultant will place nodes and links utilizing the information from the provided ICPR files. The intent of this task will be to have model features for reference during the review, not to make updates to these features if issues are noted (i.e. the model features created will be consistent with the model provided). | | 2 | | 1 | 4 | 20 | 40 | | | | $ 11,830 |
| 87 | 3. The Consultant will utilize the ICPR version 3 model provided and import it into ICPR version 4. The Consultant will load in the basins, links, and nodes utilizing the GIS spatial information. | | | | | 1 | 4 | 10 | | | | $ 2,540 |
| 88 | 4. The Consultant will conduct a review of the modeled basins and evaluate the reasonableness of the basin delineation utilizing the provided Digital Elevation Model, land-use, as-built, and imported ICPR4 files information. | | 1 | | 1 | 3 | 8 | 14 | | | | $ 5,030 |
| 89 | 5. The Consultant will review the model and datasets provided by City to evaluate the reasonableness of the model parameterization components (i.e. basins, nodes, links) to project floodplains and usefulness of the model to complete an alternatives analysis. | | 4 | | 2 | 8 | 40 | 20 | | | | $ 14,660 |
| 90 | 6. The Consultant will run the model and will plot the resulting floodplains. The Consultant will evaluate the reasonableness of the floodplain projections. Some of the items reviewed will include model warnings or errors, glass walls, model simulation times. | | 1 | | 1 | 3 | 20 | 20 | | | | $ 8,270 |
| 91 | B. Proposed Alternatives Review | | | | | | | | | | | $ - |
| 92 | 1. The County will provide the Spring Lake final proposed condition model, reports, proposed conditions maps, and any available associated files. To complete a review of the reasonableness of the model, the associated files will need to include a basin map and the topographic information used to develop the model parameters (such as stage-area and overland weirs). If these files are not available, the Consultant can complete a review using the data that is available, noting what was unable to be reviewed or confirmed. Once complete, depending on the adequacy of available data, additional services may be necessary to use the available model. | | | 2 | | | | | | | | $ 460 |
| 93 | 2. The ICPR version 3 model provided has multiple alternatives included. The Consultant will determine which scenario/alternative should be used and will use that scenario only to complete this task. | | 1 | | 1 | 1 | 6 | | | | | $ 2,020 |
| 94 | 3. The Consultant will utilize the basin map provided, and the existing conditions model GIS files created and delineate the proposed basins in GIS. The Consultant will update the nodes and links utilizing the information from the provided proposed ICPR files. The intent of this task will be to have model features for reference during the review, not to make updates to these features if issues are noted (i.e. the model features created will be consistent with the model provided). | | 1 | | 1 | 2 | 5 | 20 | | | | $ 5,085 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 95 | 4. The Consultant will utilize the ICPR version 3 model provided (1 scenario/alternative only) and import it into ICPR version 4. The Consultant will load in the basins, links, and nodes utilizing the GIS spatial information. | | | | | 1 | 4 | 10 | | | | $ 2,540 |
| 96 | 5. The Consultant will conduct a review of the modeled basins and evaluate the reasonableness of the basin delineation utilizing the provided Digital Elevation Model, land-use, as-built, proposed map, and imported ICPR4 files information. | | 1 | | 1 | 1 | 4 | 8 | | | | $ 2,830 |
| 97 | 6. The Consultant will review the model and datasets provided by City to evaluate the reasonableness of the model parameterization components (i.e. basins, nodes, links) to project floodplains and usefulness of the model to complete an alternatives analysis. | 1 | 1 | | 1 | 4 | 20 | 10 | | | | $ 7,365 |
| 98 | 7. The Consultant will run the model and will plot the resulting floodplains. The Consultant will evaluate the reasonableness of the floodplain projections. Some of the items reviewed will include model warnings or errors, glass walls, model simulation times. | | 2 | | 1 | 2 | 12 | 12 | | | | $ 5,550 |
| 99 | 8. The Consultant will review the proposed condition model results compared to the existing condition model results to determine reasonableness of proposed projects and if they are anticipated to cause any adverse offsite impacts. | 1 | 1 | | 1 | 3 | 6 | 10 | | | | $ 4,375 |
| 100 | C. Technical Memorandum and Meetings | | | | | | | | | | | $ - |
| 101 | 1. The Consultant will prepare a draft and final technical memorandum summarizing the review process and the Consultant's findings. | 1 | 4 | | 2 | 8 | 20 | 40 | | | | $ 14,095 |
| 102 | 2. The Consultant will meet with the County, Spring Lake, and/or Craig A. Smith & Associates up to three times during this task to obtain available information and receive clarification on the modeling prepared as needed. | | | 2 | | 2 | 6 | 12 | | | | $ 3,950 |
| 103 | 3. The Consultant will meet with the County up to three times during this review. It is anticipated these meetings will occur after the review of the existing conditions model, after the review of the proposed conditions model, and after the draft technical memorandum is prepared to discuss findings. | | | 2 | | 2 | 6 | 12 | | | | $ 3,950 |
| 104 | Project Management | | | 10 | | | | | | | 10 | $ 3,600 |
| | **Total (Hours)** | 3 | 19 | 18 | 13 | 45 | 181 | 238 | 0 | 0 | 10 | |
| | **Total (Dollars)** | $1,005 | $5,700 | $4,140 | $3,770 | $11,700 | $35,295 | $35,700 | $0 | $0 | $1,300 | $ 98,610 |
| | | | | | | | | | | | **Total** | **$ 805,430** |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

| | |
|---|---|
| COSULTANT NAME: | **Kimley-Horn and Associates, Inc.** |
| SUBCONSULTANT NAME: | |
| DATED: | August 31, 2022 |

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| Chief Designer | $ 230.00 |
| Chief Engineer 1 | $ 300.00 |
| Chief Engineer 2 | $ 335.00 |
| Chief Planner | $ 265.00 |
| Chief Scientist | $ 235.00 |
| Community Outreach Specialist | $ 135.00 |
| Community Outreach Specialist - Senior | $ 220.00 |
| Contract Coordinator | $ 130.00 |
| Engineer 1 | $ 195.00 |
| Engineer 2 | $ 260.00 |
| Engineering Intern | $ 150.00 |
| Engineering Technician | $ 115.00 |
| Environmental Specialist | $ 150.00 |
| GIS Specialist | $ 220.00 |
| Graphic Designer | $ 160.00 |
| Landscape Architect | $ 170.00 |
| Landscape Designer | $ 140.00 |
| Project Landscape Architect | $ 230.00 |
| Project Manager 1 | $ 230.00 |
| Senior Engineer 1 | $ 290.00 |
| Senior Environmental Specialist | $ 160.00 |
| Senior Landscape Architect | $ 255.00 |
| Senior Planner | $ 210.00 |
| Senior Scientist | $ 215.00 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| Special Consultant Multiplier Factor (%) | 10% |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

| | |
|---|---|
| COSULTANT NAME: | Kimley-Horn and Associates, Inc. |
| SUBCONSULTANT NAME: | Ardaman & Associates, Inc. |
| DATED: | August 31, 2022 |

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| MAT CADD/Computer Technician | $ 72.00 |
| MAT Chief Engineer | $ 258.00 |
| MAT Engineer | $ 156.00 |
| MAT Engineer Intern | $ 113.00 |
| MAT Engineering Technician | $ 73.00 |
| MAT Geologist | $ 120.00 |
| MAT Geologist Professional | $ 143.00 |
| MAT GIS Specialist | $ 98.00 |
| MAT Inspector | $ 84.00 |
| MAT Principal Engineer | $ 228.00 |
| MAT Project Manager | $ 161.00 |
| MAT Secretary/Clerical | $ 32.00 |
| MAT Senior Asphalt Plant Inspector | $ 94.00 |
| MAT Senior Engineer | $ 189.00 |
| MAT Senior Engineering Technician | $ 94.00 |
| MAT Senior Inspector | $ 110.00 |
| MAT Technical Secretary | $ 60.00 |
| MAT Technician Aid | $ 63.00 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| Special Consultant Multiplier Factor (%) | Not Applicable |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

Drilling and Soils Laboratory and Support Services

**Ardaman - Equipment (2022 Fee Schedule)**

**Company Owned Equipment & Related Costs**

08.31.2022

| EQUIPMENT (Enter Company-Owned Equipment Description) | Unit | Quantity | Rate (USD) | SubTotal |
|---|---|---|---|---|
| Printing/Copying - B&W (up to 11"x17") | | - | $ 0.10 | $ - |
| Printing/Copying - Color (up to 11"x17") | | - | $ 0.50 | $ - |
| Printing/Plotting - B&W (24"x36"; 30"x42") | | - | $ 2.50 | $ - |
| Printing/Plotting - Color (24"x36"; 30"x42") | | - | $ 5.00 | $ - |
| Mileage (Automobile) | | - | $ 0.56 | $ - |
| Mileage (Truck) | | - | $ 0.80 | $ - |
| Mobilization and Demobilization - Men and Equipment (Minimum $100.00) | | - | $ 223.00 | $ - |
| Mobilization and Demobilization - Mileage - Rig | | - | $ 1.55 | $ - |
| Mobilization and Demobilization - Mileage - Truck | | - | $ 0.80 | $ - |
| Mobilization and Demobilization - Portable Barge | | - | $ - | $ - |
| All Terrain Vehicle | | - | $ 1.00 | $ - |
| Auger Borings (4-inch) | | - | $ 13.30 | $ - |
| Auger Borings (4-inch) - Over Water | | - | $ 19.95 | $ - |
| Wash Borings - Cuttings Only (up to 3 inch) - Soil Drilling | | - | $ 9.50 | $ - |
| Wash Borings - Cuttings Only (up to 3 inch) - Soil Drilling - Over Water | | - | $ 14.25 | $ - |
| Wash Borings - Cuttings Only (up to 3 inch) - Rock Drilling | | - | $ 15.90 | $ - |
| Wash Borings - Cuttings Only (up to 3 inch) - Rock Drilling - Over Water | | - | $ 23.85 | $ - |
| (ASTM D-1586) in soil (N-values <50): from surface to 25 feet | | - | $ 19.90 | $ - |
| (ASTM D-1586) in soil (N-values <50): from surface to 25 feet - Over Water | | - | $ 29.85 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 25 feet to 50 feet | | - | $ 22.20 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 25 feet to 50 feet - Over Water | | - | $ 33.30 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 50 feet to 100 feet | | - | $ 24.50 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 50 feet to 100 feet - Over Water | | - | $ 36.75 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 100 feet to 125 feet | | - | $ 31.40 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 100 feet to 125 feet - Over Water | | - | $ 47.10 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 125 feet to 150 feet | | - | $ 41.50 | $ - |
| (ASTM D-1586) in soil (N-values <50): from 125 feet to 150 feet - Over Water | | - | $ 62.25 | $ - |
| Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50) | | - | $ 4.00 | $ - |
| Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50) - Over Water | | - | $ 6.00 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from surface to 50 feet | | - | $ 11.80 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from surface to 50 feet - Over Water | | - | $ 17.70 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 50 feet to 100 feet | | - | $ 14.50 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 50 feet to 100 feet - Over Water | | - | $ 21.75 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 100 feet to 150 feet | | - | $ 18.70 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 100 feet to 150 feet - Over Water | | - | $ 28.05 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 150 feet to 200 feet | | - | $ 20.80 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 150 feet to 200 feet - Over Water | | - | $ 31.20 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 200 feet to 250 feet | | - | $ 25.00 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 200 feet to 250 feet - Over Water | | - | $ 37.50 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 250 feet to 300 feet | | - | $ 28.40 | $ - |
| Furnish, Install, and Remove Casing (up to 4-inch) from 250 feet to 300 feet - Over Water | | - | $ 42.60 | $ - |
| Drilling (time Basis)/2 man-crew | | - | $ 247.00 | $ - |
| Drilling (time Basis)/3 man-crew | | - | $ 310.00 | $ - |
| Rock Coring (N or H size) - from surface to 50 feet | | - | $ 46.40 | $ - |
| Rock Coring (N or H size) - from surface to 50 feet - Over Water | | - | $ 69.60 | $ - |
| Rock Coring (N or H size) - from 50 feet to 100 feet | | - | $ 53.10 | $ - |
| Rock Coring (N or H size) - from 50 feet to 100 feet - Over Water | | - | $ 79.65 | $ - |
| Rock Coring (N or H size) - from 100 feet to 150 feet | | - | $ 60.00 | $ - |
| Rock Coring (N or H size) - from 100 feet to 150 feet - Over Water | | - | $ 90.00 | $ - |
| Rock Coring (N or H size) - from 150 feet to 200 feet | | - | $ 66.10 | $ - |
| Rock Coring (N or H size) - from 150 feet to 200 feet - Over Water | | - | $ 99.15 | $ - |
| Rock Coring (N or H size) - from 200 feet to 250 feet | | - | $ 72.20 | $ - |
| Rock Coring (N or H size) - from 200 feet to 250 feet - Over Water | | - | $ 108.30 | $ - |
| Rock Coring (N or H size) - from 250 feet to 300 feet | | - | $ 78.70 | $ - |

| | | | | |
|---|---|---|---|---|
| Rock Coring (N or H size) - from 250 feet to 300 feet - Over Water | - | $ | 118.05 | $ - |
| Additional SPT and Samples - from 10 feet to 25 feet | - | $ | 38.10 | $ - |
| Additional SPT and Samples - from 10 feet to 25 feet - Over Water | - | $ | 57.15 | $ - |
| Additional SPT and Samples - from 25 feet to 50 feet | - | $ | 41.70 | $ - |
| Additional SPT and Samples - from 25 feet to 50 feet - Over Water | - | $ | 62.55 | $ - |
| Additional SPT and Samples - from 50 feet to 100 feet | - | $ | 47.50 | $ - |
| Additional SPT and Samples - from 50 feet to 100 feet - Over Water | - | $ | 71.25 | $ - |
| Additional SPT and Samples - from 100 feet to 125 feet | - | $ | 53.40 | $ - |
| Additional SPT and Samples - from 100 feet to 125 feet - Over Water | - | $ | 80.10 | $ - |
| Additional SPT and Samples - from 125 feet to 150 feet | - | $ | 66.80 | $ - |
| Additional SPT and Samples - from 125 feet to 150 feet - Over Water | - | $ | 100.20 | $ - |
| Undisturbed Samples - Shelby Tube | - | $ | 170.00 | $ - |
| Undisturbed Samples - Shelby Tube -Over Water | - | $ | 255.00 | $ - |
| Undisturbed Samples - Fixed-Piston Shelby, Osterberg, Pitcher | - | $ | 207.00 | $ - |
| Undisturbed Samples - Fixed-Piston Shelby, Osterberg, Pitcher -Over Water | - | $ | 310.50 | $ - |
| Electric Dutch Cone Soundings | - | $ | 16.30 | $ - |
| Electric Dutch Cone Soundings -Over Water | - | $ | 24.45 | $ - |
| Piezocone Soundings | - | $ | 17.90 | $ - |
| Piezocone Soundings -Over Water | - | $ | 26.85 | $ - |
| Muck Probing/Clay Sampling | - | $ | 259.00 | $ - |
| Electric Dutch Cone Soundings (Time Basis) | - | $ | 250.00 | $ - |
| Piezocone/Piezoprobe Soundings (Time Basis) | - | $ | 270.00 | $ - |
| Piezocone Dissipation Monitoring | - | $ | 270.00 | $ - |
| Piezoprobe Dissipation Monitoring | - | $ | 215.00 | $ - |
| Clearing Difficult Access, Hole Location and Set-Up | - | $ | 220.00 | $ - |
| Standby Time | - | $ | 220.00 | $ - |
| Piezometer and Well Installation (plus materials) | - | $ | 246.00 | $ - |
| Bore Hole Grouting and Sealing (plus materials) | - | $ | 246.00 | $ - |
| Well Clearing/Sensitivity Test/Water Level Reading | - | $ | 246.00 | $ - |
| Double Ring Infiltration Test | - | $ | 716.00 | $ - |
| Air Boat Use | - | $ | 470.00 | $ - |
| Support Water Truck Use | - | $ | 190.00 | $ - |
| Instrumentation Unit Use | - | $ | 320.00 | $ - |
| Lodging and Subsistence (in Florida) | - | $ | 137.00 | $ - |
| Data Logger | - | $ | 440.00 | $ - |
| Organic Vapor Analyzer (OVA 128 or Gastech) | - | $ | 150.00 | $ - |
| Photo Ionization Detector (Photovac Tip) | - | $ | 187.00 | $ - |
| Methane Detector | - | $ | 155.00 | $ - |
| Explosimeter | - | $ | 98.00 | $ - |
| Generator | - | $ | 173.00 | $ - |
| Air Compressor | - | $ | 92.00 | $ - |
| Steam Cleaner | - | $ | 152.00 | $ - |
| Surveying Equipment | - | $ | 95.00 | $ - |
| Centrifugal Development Pump | - | $ | 76.00 | $ - |
| Submersible Sampling Pump and Controller (Daily) | - | $ | 218.85 | $ - |
| Submersible Sampling Pump and Controller (Weekly) | - | $ | 652.22 | $ - |
| Submersible Development Pump (Daily) | - | $ | 105.00 | $ - |
| Submersible Development Pump (Weekly) | - | $ | 300.00 | $ - |
| Peristaltic Purging Pump | - | $ | 74.50 | $ - |
| Magnetometer | - | $ | 71.15 | $ - |
| Product/Water Interface Probe | - | $ | 91.70 | $ - |
| pH/Conductivity Meter | - | $ | 32.50 | $ - |
| Turbidity Meter | - | $ | 75.50 | $ - |
| Dissolved Oxygen Meter | - | $ | 134.75 | $ - |
| Water Level Indicator | - | $ | 32.35 | $ - |
| Bailer Usage | - | $ | 32.00 | $ - |
| Streamgaging Flow Meter | - | $ | 34.25 | $ - |
| Concrete Saw | - | $ | 160.65 | $ - |
| Vibration Monitor | - | $ | 302.00 | $ - |
| Trimble Geo7X w/centimeter kit GPS | - | $ | 81.00 | $ - |
| Transducer | - | $ | 108.00 | $ - |
| Hand Auger | - | $ | 22.60 | $ - |
| Jon Boat and Motor | - | $ | 235.00 | $ - |

| | | | | |
|---|---|---|---|---|
| Ponar Dredge | - | $ | 28.00 | $ - |
| Kemmar Sampler | - | $ | 28.00 | $ - |
| Manta Data Sonde | - | $ | 205.00 | $ - |
| Bridge Board | - | $ | 123.00 | $ - |
| Inflatable Boat | - | $ | 97.00 | $ - |
| High Capacity (1 or .45 micron) Filter | - | $ | 31.00 | $ - |
| Disposable Teflon Bailer | - | $ | 29.00 | $ - |
| Disposable Polyethylene Bailer | - | $ | 18.30 | $ - |
| Disposable Free Product Bailer | - | $ | 30.50 | $ - |
| Isopropyl Alcohol (decontamination) | - | $ | 20.10 | $ - |
| Deionized Water (decontamination) | - | $ | 14.75 | $ - |
| 16 oz. Soil Jars (soil headspace analysis) | - | $ | 14.75 | $ - |
| Tygon Tubing | - | $ | 3.80 | $ - |
| Polyethylene Tubing | - | $ | 0.65 | $ - |
| 55-gallon Drum | - | $ | 92.55 | $ - |
| Master Lock | - | $ | 19.85 | $ - |
| Geonics EM 34-3 | - | $ | 317.00 | $ - |
| AGI Sting R1-IP | - | $ | 295.40 | $ - |
| Liner Leak Detection Equipment | - | $ | 332.00 | $ - |
| Soil Water Content (ASTM D2216-Method B) | - | $ | 17.00 | $ - |
| Gypsum Water Content (ASTM D2216 at 40° C) | - | $ | 29.75 | $ - |
| Organic Content - Loss on Ignition (ASTM D2974) | - | $ | 39.25 | $ - |
| Organic Content - Wet Combustion (AASHTO T-194) | - | $ | 195.50 | $ - |
| (ASTM D7263-Method B; w/soil water content and classification) | - | $ | 77.50 | $ - |
| Sieve Analysis (ASTM D6913) | - | $ | 60.00 | $ - |
| Fines Content (ASTM D1140-Method B) | - | $ | 40.75 | $ - |
| Hydrometer Analysis (ASTM D7928) | - | $ | 130.50 | $ - |
| Atterberg Limits (ASTM D4318; Method A; wet preparation) - Plasticity Index Less than 150 | - | $ | 131.00 | $ - |
| Atterberg Limits (ASTM D4318; Method A; wet preparation) - Plasticity Index Greater than 150 | - | $ | 80.00 | $ - |
| Shrinkage Limit (ASTM D4943) | - | $ | 105.00 | $ - |
| Specific Gravity (ASTM D854-Method A; wet preparation) | - | $ | 115.00 | $ - |
| Marsh Funnel Viscosity (ASTM D6910; API 13B-1) | - | $ | 27.00 | $ - |
| Slump Cone (ASTM C143) | - | $ | 27.00 | $ - |
| Effective Porosity (ASTM D6836-Method C; ug=1/3 atm) | - | $ | 92.00 | $ - |
| Standard (ASTM D698) or Modified Proctor (ASTM D1557) - Up to 5 Points | - | $ | 132.50 | $ - |
| Standard (ASTM D698) or Modified Proctor (ASTM D1557) - More than 5 Points | - | $ | 18.00 | $ - |
| Standard (ASTM D698) or Modified Proctor (ASTM D1557) - Plasticity Index Greater than 20 | - | $ | 143.00 | $ - |
| Maximum-Minimum Density (ASTM D4253-Method 1A; D4254-Method A) | - | $ | 148.50 | $ - |
| Limerock Bearing Ratio (3 Points) | - | $ | 445.00 | $ - |
| Incremental Consolidation Test (ASTM D2435-Method B; w/cv and Cαe) - Up to Ten Load or Unload Increments | - | $ | 740.00 | $ - |
| Incremental Consolidation Test (ASTM D2435-Method B; w/cv and Cαe) - More than Ten Load or Unload Increments | - | $ | 66.25 | $ - |
| Constant Rate of Strain Consolidation Test (ASTM D4186) | - | $ | 740.00 | $ - |
| Settling Test (D=10cm; Ho=30cm) | - | $ | 146.00 | $ - |
| Permeability Test - Rigid Mold (ASTM D5856; D2434) | - | $ | 290.00 | $ - |
| Permeability Test - Flexible Wall (ASTM D5084) - k>1E-08 cm/sec | - | $ | 371.00 | $ - |
| Permeability Test - Flexible Wall (ASTM D5084) - k≤1E-08 cm/sec | - | $ | 519.50 | $ - |
| Permeation with Fluid Other Than Water | - | $ | 235.00 | $ - |
| Strength Index Tests (Torvane, Penetrometer) | - | $ | 7.50 | $ - |
| Vane Shear Test (ASTM D4648) | - | $ | 29.75 | $ - |
| Strength Only | - | $ | 66.25 | $ - |
| With Stress-Strain Curve | - | $ | 122.50 | $ - |
| Unconsolidated-Undrained (ASTM D2850) | - | $ | 315.00 | $ - |
| Unconsolidated-Undrained (ASTM D2850; with Δu response) | - | $ | 695.00 | $ - |
| Consolidated-Undrained (ASTM D4767) | - | $ | 695.00 | $ - |
| Consolidated-Drained on Sands (ASTM D7181) | - | $ | 575.00 | $ - |
| Consolidated-Drained on Fine Grained Soils (ASTM D7181) | - | $ | 745.00 | $ - |
| Use of Pore Fluid Other Than Water | - | $ | 235.00 | $ - |
| Direct Shear Tests - Conventional 2.3" Box Shear (ASTM D3080) | - | $ | 350.00 | $ - |
| Direct Shear Tests - 2.3" Box Shear with Stress Reversals | - | $ | 530.00 | $ - |

| | | | | |
|---|---|---|---|---|
| Direct Shear Tests - 2.3" Box Shear with Geosynthetics | - | $ | 365.00 | $ - |
| Direct Simple Shear Test (ASTM D6528) | - | $ | 875.00 | $ - |
| Split Tensile for Rock Cores (ASTM D3967) | - | $ | 170.00 | $ - |
| Angle of Repose | - | $ | 60.00 | $ - |
| pH (FM5-550) | - | $ | 9.50 | $ - |
| Specific Conductance (FM3-D 1125) | - | $ | 10.50 | $ - |
| Sulfate (FM5-553) | - | $ | 51.00 | $ - |
| Chloride (FM5-552) | - | $ | 51.00 | $ - |
| Soil pH (FM5-550) | - | $ | 51.00 | $ - |
| Soil Specific Conductance | - | $ | 51.00 | $ - |
| Soil Resistivity (ASTM G57 or FM5-551) | - | $ | 57.00 | $ - |
| Carbonate Content (ASTM D4373; HCl gasometric) | - | $ | 84.00 | $ - |
| Carbonate Content (FM5-514; HCl gravimetric) | - | $ | 140.00 | $ - |
| Water Corrosivity Series (FM5-550, 552, 553, FM3-D 1125) | - | $ | 116.50 | $ - |
| Soil Corrosivity Series (ASTM D2216, FM5-550, 551, 552, 553) | - | $ | 205.00 | $ - |
| Aggregate Soluble Silica (H2SO4 Extraction) | - | $ | 300.00 | $ - |
| Concrete Low Level Chloride (FM5-516) | - | $ | 185.00 | $ - |
| Geomembrane Thickness (ASTM D751, D5199 or D5994) | - | $ | 19.50 | $ - |
| Geomembrane Asperity Height (ASTM D7466) | - | $ | 42.00 | $ - |
| Geomembrane Density (ASTM D792) | - | $ | 37.00 | $ - |
| Carbon Black Content (ASTM D1603) | - | $ | 40.00 | $ - |
| Geomembrane Tensile Strength (ASTM D6693; 5 MD/5 XD) | - | $ | 94.00 | $ - |
| Geomembrane Tear Resistance (ASTM D1004; 10 MD/10 XD) | - | $ | 83.00 | $ - |
| Geomembrane Seams (ASTM D6392) - Extrusion Weld (5 Peel/5 Shear) | - | $ | 55.25 | $ - |
| Geomembrane Seams (ASTM D6392) - Double-Wedge Fusion Weld (10 peel/5 Shear) | - | $ | 82.50 | $ - |
| Geotextile Grab Strength (ASTM D4632; 10 MD/10 XD) | - | $ | 93.50 | $ - |
| Geotextile Trapezoidal Tear (ASTM D4533; 10 MD/10 XD) | - | $ | 110.50 | $ - |
| Geotextile Wide-Width Tensile (ASTM D4595; 6 MD/6 XD) | - | $ | 143.00 | $ - |
| Geotextile Mass/Unit Area (ASTM D3776 or D5261) | - | $ | 38.00 | $ - |
| Geotextile Thickness (ASTM D1777 or D5199) | - | $ | 19.75 | $ - |
| Geotextile Seam Strength (ASTM D4884; 6 specimens) | - | $ | 72.00 | $ - |
| Geocomposite Bond Strength (ASTM D7005; 5 MD Both Sides) | - | $ | 117.00 | $ - |
| Geonet Breaking Force (ASTM D7179; 5 MD) | - | $ | 69.25 | $ - |
| GCL Bonding Peel Strength (ASTM D6496; 5 MD) | - | $ | 69.25 | $ - |
| GCL Tensile Strength (ASTM D6768; 5 MD) | - | $ | 69.25 | $ - |
| Interface Direct Shear (ASTM D5321) - Geosynthetic to Geosynthetic | - | $ | 320.00 | $ - |
| Interface Direct Shear (ASTM D5321) - Geosynthetic to Soil | - | $ | 433.00 | $ - |
| Sample Preparation Footnote | - | $ | 42.50 | $ - |
| Daily Charge Footnote | - | $ | 24.50 | $ - |
| Special Task/Crew Chief - Technician V | - | $ | 94.00 | $ - |
| Special Task/Drill Helper - Technician II | - | $ | 63.00 | $ - |
| Sensitivity Equipment | - | $ | 152.00 | $ - |
| Grout Tremie Pipe | - | $ | 2.70 | $ - |
| Drilling Mud - Grouting | - | $ | 22.20 | $ - |
| Silica Sand - 50 lbs. | - | $ | 8.10 | $ - |
| Portland Cement - 47 lbs. | - | $ | 12.00 | $ - |
| Sakrete Mix | - | $ | 10.30 | $ - |
| Bentonite Pellets | - | $ | 1.70 | $ - |
| Bentonite Chips - 50 lbs. | - | $ | 19.90 | $ - |
| High Solids Bentonite Grout - 50 lbs. | - | $ | 29.00 | $ - |
| Pipe Solid - 1.00” TFJ PVC40 | - | $ | 2.70 | $ - |
| Pipe Solid - 1.25” TFJPVC40 | - | $ | 3.90 | $ - |
| Pipe Solid - 1.50” TFJ PVC40 | - | $ | 4.40 | $ - |
| Pipe Solid - 2.00” TFJ PVC40 | - | $ | 3.80 | $ - |
| Pipe Solid - 4.00” TFJ PVC40 | - | $ | 10.40 | $ - |
| Pipe Slotted - 1.00” TFJ PVC40 | - | $ | 4.10 | $ - |
| Pipe Slotted - 1.25” TFJPVC40 | - | $ | 5.10 | $ - |
| Pipe Slotted - 1.50” TFJ PVC40 | - | $ | 6.10 | $ - |
| Pipe Slotted - 2.00” TFJ PVC40 | - | $ | 5.30 | $ - |
| Pipe Slotted - 4.00” TFJ PVC40 | - | $ | 12.70 | $ - |
| Cap - 1.00” TFJ PVC40 | - | $ | 5.10 | $ - |
| Cap - 1.25” TFJPVC40 | - | $ | 14.60 | $ - |
| Cap - 1.50” TFJ PVC40 | - | $ | 13.50 | $ - |

| | | | | |
|---|---|---|---|---|
| Cap - 2.00" TFJ PVC40 | - | $ | 5.50 | $ - |
| Cap - 4.00" TFJ PVC40 | - | $ | 21.90 | $ - |
| Pipe Solid - 1.00" SLJ PVC40 | - | $ | 1.30 | $ - |
| Pipe Solid - 1.25 "SLJPVC40 | - | $ | 2.00 | $ - |
| Pipe Solid - 1.50" SLJ PVC40 | - | $ | 2.10 | $ - |
| Pipe Solid - 2.00" SLJ PVC40 | - | $ | 3.00 | $ - |
| Pipe Solid - 4.00" SLJ PVC40 | - | $ | 8.80 | $ - |
| Pipe Solid - 6.00" SLJ PVC40 | - | $ | 16.10 | $ - |
| Pipe Slotted - 1.00" SLJ PVC40 | - | $ | 2.70 | $ - |
| Pipe Slotted - 1.25" SLJPVC40 | - | $ | 4.00 | $ - |
| Pipe Slotted - 1.50" SLJ PVC40 | - | $ | 4.20 | $ - |
| Pipe Slotted - 2.00" SLJ PVC40 | - | $ | 5.90 | $ - |
| Pipe Slotted - 4.00" SLJ PVC40 | - | $ | 17.50 | $ - |
| Cap - 1.00" SLJ PVC40 | - | $ | 0.90 | $ - |
| Cap - 1.25" SLJ PVC40 | - | $ | 1.00 | $ - |
| Cap - 1.50" SLJ PVC40 | - | $ | 1.30 | $ - |
| Cap - 2.00" SLJ PVC40 | - | $ | 1.50 | $ - |
| Cap - 4.00" SLJ PVC40 | - | $ | 8.80 | $ - |
| Cap - 6.00" SLJ PVC40 | - | $ | 20.00 | $ - |
| Coupling 1.00" SLJ PVC40 | - | $ | 0.70 | $ - |
| Coupling 1.25" SLJ PVC40 | - | $ | 0.80 | $ - |
| Coupling 1.50" SLJ PVC40 | - | $ | 0.90 | $ - |
| Coupling 2.00" SLJ PVC40 | - | $ | 1.20 | $ - |
| Coupling 4.00" SLJ PVC40 | - | $ | 6.60 | $ - |
| Coupling - 6.00" SLJ PVC40 | - | $ | 21.10 | $ - |
| 8" Manhole with Cover | - | $ | 36.80 | $ - |
| 12" Manhole with Cover | - | $ | 82.00 | $ - |
| Hollow-Stem Plug - 6" | - | $ | 5.70 | $ - |
| Well Centralizer - 2.00" S.S. | - | $ | 27.70 | $ - |
| Well Centralizer - 4.00" S.S. | - | $ | 34.60 | $ - |
| 4.00" Aluminum Protector Pipe | - | $ | 94.00 | $ - |
| 6.00" Aluminum Protector Pipe | - | $ | 222.00 | $ - |
| 4-in Dia. Black Steel Protector Pipe | - | $ | 110.00 | $ - |
| 6-in Dia. Black Steel Protector Pipe | - | $ | 224.50 | $ - |
| Florida Bearing Value (BAR) | - | $ | 53.00 | $ - |
| Concrete Core Break (Each) (BAR) | - | $ | 35.50 | $ - |
| Concrete Block Strength & Absorption (Each) (BAR) | - | $ | 261.00 | $ - |
| Concrete Cylinder/Test (Each) (BAR) | - | $ | 30.50 | $ - |
| Concrete Cyl/Cube/Prism (Each) (BAR) | - | $ | 30.50 | $ - |
| Asphalt Extraction Only (BAR) | - | $ | 73.00 | $ - |
| Asphalt Extraction w/Gradation (BAR) | - | $ | 73.00 | $ - |
| Asphalt Density (BAR) | - | $ | 42.75 | $ - |
| Atterberg Limit Determination (BR) | - | $ | 70.00 | $ - |
| Particle Size 2 inch through Sieve (BR) | - | $ | 57.00 | $ - |
| Mob-Drill Crew Only (BR) | - | $ | 2.00 | $ - |
| Mobilization (Minimum) (BR) | - | $ | 400.00 | $ - |
| Active Drilling (Time Basis)3-man crew (BR) | - | $ | 295.00 | $ - |
| Compaction Test (BR) | - | $ | 160.00 | $ - |
| Support Truck & Crew (BR) | - | $ | 75.00 | $ - |
| 4 Wheel ATV (BR) | - | $ | 250.00 | $ - |
| Electrical Field Resistivity (BR) | - | $ | 1,000.00 | $ - |
| CPT Drilling (BR) | - | $ | 295.00 | $ - |
| Crumb Test(BR) | - | $ | 20.00 | $ - |
| Extrusion & Classification (BR) | - | $ | 18.00 | $ - |
| Lime Percentage Determination (Mixing & Molding for Atterbergs) (BR) | - | $ | 66.50 | $ - |
| LVM - Compacted Conversion Ratios(BR) | - | $ | 75.00 | $ - |
| Remolded Sample Preparation(BR) | - | $ | 50.00 | $ - |
| Resistivity - Clay(BR) | - | $ | 250.00 | $ - |
| Resistivity - Sand(BR) | - | $ | 100.00 | $ - |
| Sand Cone Density(BR) | - | $ | 50.00 | $ - |
| Soil Cement Mixing & Molding for Compressive Strength(BR) | - | $ | 66.50 | $ - |
| Soil Resistivity Multi Point(BR) | - | $ | 200.00 | $ - |
| Swell Pressure Only (ASTM D4546)(BR) | - | $ | 112.00 | $ - |

| | | | |
|---|---|---|---|
| Tube Density Test (BR) | - | $ 54.00 | $ - |
| Volumetric Swell (ASTM D4546)(BR) | - | $ 112.00 | $ - |
| Volumetric Swell Only (ASTM D4546)(BR) | - | $ 200.00 | $ - |
| Monitoring well installation- Well Permit (Up to 5 wells per permit) (TAMPA) | - | $ 100.00 | $ - |
| Microgravity | - | $ 500.00 | $ - |
| Trimble R2 RTK Receiver | - | $ 115.00 | $ - |
| Cone Penetration Test Soundings (ASTM D 3411)- Dissipation Time | - | $ 200.00 | $ - |
| Monitoring well installation- Decontamination and Well Development | - | $ 185.00 | $ - |
| Mobilization/Demobilization SPT Rig | - | $ 475.00 | $ - |
| Daily CPT Truck Usage | - | $ 500.00 | $ - |
| LF350 Rig Drilling 12 hour shift (3 Person crew) | - | $ 1.00 | $ - |
| LF350 Rig Drilling After 12 hour shift (3 Person crew) | - | $ 6,000.00 | $ - |
| LF350 Rig Mob & Demob | - | $ 500.00 | $ - |
| LF350 Rig Standby 12 hour shift (3 Person crew) | - | $ 5,400.00 | $ - |
| Carrier H6 Hexacopter | - | $ 425.00 | $ - |
| MicaSense Altum Multispectral Sensor | - | $ 375.00 | $ - |
| Sony Alpha 7R III Camera | - | $ 185.00 | $ - |
| | | | $ - |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

| | |
|---|---|
| COSULTANT NAME: | **Kimley-Horn and Associates, Inc.** |
| SUBCONSULTANT NAME: | SGIS, INC. |
| DATED: | January 17, 2023 |

| **Job Class** | **Loaded Hourly Rate/ Billable Hourly Rate** |
|---|---|
| SUR Senior Surveyor | $ 200.00 |
| SUR SUE Technician 1 (Entry) | $ 60.00 |
| SUR Survey Technician 3 (Senior) | $ 90.00 |
| SUR Survey/GIS/SUE Analyst 3 (Senior) | $ 90.00 |
| SUR Surveyor | $ 200.00 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| n/a | |
| Special Consultant Multiplier Factor (%) | Not Applicable |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

Kimley»Horn

**Certificate of Secretary**

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

Richard N. Cook, Secretary

(corporate seal)

**Kimley-Horn and Associates, Inc.**
**FULL CONTRACT SIGNING AUTHORITY**
**December 15, 2022**

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

**ATLANTIC**

BALTIMORE CITY
Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY
Leffner, Nicholas J.
Hutton, Heather

BOSTON
Keegan, Katherine A.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA
CENTER CITY
Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH
Beaves, Adele M.

PRINCETON
Diggan, Tony W.
Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin

**CALIFORNIA**

LOS ANGELES
Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND
Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Durrenberger, Randal R.
Johnson, Miles R.
Mehta, Parag G.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE
Cowan, Eugene D.
Pollock, John A.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Landaal, Dennis J.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ullery, Megan R.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

**CAROLINAS**

CHARLESTON
Guy, Jonathan R.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Lewellyn, Earl R.

FORT MILL
Holcomb, John E.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Denney, Seth A.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Thompson, Erin K.

**FLORIDA**

BOCA-DELRAY
Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS
Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE
Towne, Christopher

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.

MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
Barr, Richard R.
DeVeau, Zachariah A.

TAMPA
Bulloch, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

**Kimley-Horn and Associates, Inc.**
**FULL CONTRACT SIGNING AUTHORITY**
**December 15, 2022**

Tercilla, Lindsey A.
Walthall, David W.

**MID-WEST**

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST SUBURBS
Fancler-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY
Kist, Matthew D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

**MOUNTAIN**

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS
Gunderson, Eric J.
Heiberger, John R.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Reeverts, Canaan H.

LAS VEGAS
Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND
Belsick, Jody W.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Danielson, Paul B.
Williams, David S.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

**SOUTH**

ALPHARETTA
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.

**TEXAS**

AUSTIN NORTH
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE STATION
Lucas, Michael D.

DALLAS
Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO
Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS
Ante, Louis N.

MCKINNEY
Morales, Hugo

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

**Kimley-Horn and Associates, Inc.**
**STANDARD CONTRACT SIGNING AUTHORITY**
**December 15, 2022**
**These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).**

## ATLANTIC

BALTIMORE CITY
Miller, Sean T.
Monaco, Melanie L.
Smith, Jeff B.

BALTIMORE COUNTY
Bishop, Matt A.
Prosser, Tom

BOSTON
Hart, Caycee A.
Scully, William J.

NEWPORT NEWS
Weist, Jamie H.

NORTHERN VIRGINIA
Aimone, Keith W.
Bollinger, Kyle T.
Freehart, Kyle J.
Harris, Michael J.
Howell, Christopher M.
Knox, Sarah E.
Millot, Sean M.
Phillips, Mark R.
Samba, David B.
Smith, Andrew T.
Timothy, Heather R.

PHILADELPHIA CENTER CITY
Buckley, Steve M.
Katelhon, Tom
Lohr, Andrew

PHILADELPHIA SUBURBAN
Caponigro, Anthony A.

PITTSBURGH
Beduhn, Tyler J.
Dunmire, Dennis S.

PRINCETON
Mitsmenn, Ben J.
Mondoro, Chris A.
Motiani, Dhanesh N.
Procanik, Rich

RICHMOND
Boyd, Mark R.
Brooks, Jordan K.
Dougherty, Sean P.
Ellington, David B.
Sciarrino, Sarah A.

VIRGINIA BEACH
Benson, Laurence N.
Dallman, David B.
Funk, Gerald
Haverly, Grace M.
Hollingsworth, Taylor
Wharton, Michelle L.
Yee, Leong Wee
Schmitt, Gregory H.
Sweeney, Lauren E.

## CALIFORNIA

LOS ANGELES
Choi, Michael
Dias, Nicole M.
Duong, Danh
Hewitt, Melissa A.

OAKLAND
Aguigui, Kevin G.
Chang, Elbert K.
Dole, Ryan J.

ORANGE
Beltran, Amelia M.
Bossu, David M.
Briggs, Trevor B.
Elmezain, Othman
Gaines, Terrence A.
Smith, Hannah M.
Starkey, Hunter
Zuwawa, Ahmed

PLEASANTON
Chazbek, Chadi
Falgout, Mark A.
Huie, Ben Q.
Hoac, Anthony G.
Whaley, Tyler J.

RIVERSIDE
Hoffman, Frank
Sutton, Mike S.
Thomas, Kevin G.

SACRAMENTO
Bhatt, Sheetal K.
Carley, Daniel C.
Gregerson, Chris P.
Paderna, Robert V.

SAN DIEGO
Allegoran, Ian B.
Diorio, Mike A.
Daneker, Kathryn F.
Jumanan, Lauren K.
Kragel, Kyle C.
Oleskowicz, Nick J.
Valencia, Jason B.

SAN JOSE
Hamilton, Robert J.
Morgan, Matthew J.
Roecks, Erica A.
Tanner, Monica R.

SAN MATEO
Nelson, Kari K.
Pulliam, John E.

## CAROLINAS

CHARLESTON
Sutherland, Marianne M.
Warfield, M. Casey

CHARLOTTE
Claudio-Diaz, Jason L.
Holcomb, John E.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA
Clamp, Blake A.
Williamson, Nicholas R.

DURHAM DOWNTOWN
Purvis, Zachary G.
Raney, Nolan D.

FORT MILL
Massey, Amy B.

GREENVILLE
Hensley, Alex

HOLLY SPRINGS
Brewer, Jordan

RALEIGH
Bostic, Christopher O.
Dale, Jeffery W.
Fluitt, Jon T.
Griffin, Josh W.
Howell, Cory J.
Markland, Keith R.
Moore, Jeffrey W.
Netzer, Lesley E.
Phillips, Stacie L.
Robinson, Larry D.

## FLORIDA

BOCA-DELRAY
Haggerty, Jordan L.
Horning, Joshua D.

FORT LAUDERDALE
Balaban, George
Cordasco, John L.
Dabkowski, Adrian K.
Emmons, Erin N.

FORT MYERS
Ebrahimi, Sina E.

GAINESVILLE
Brighton, Ali H.

JACKSONVILLE
Deitsch, Brian S.
Schilling, William J.
Krehbiel, Wendy J.

LAKELAND
Davies, Mark S.
Wynn, Jared M.

MIAMI
Carreno Jacqueline A.
Herrera, Alberto P.
Lizama, Ignacio L.
Pasken, Kenneth A.

OCALA
Ansari, Mohammad A
Garri, Alan J.
Hill, Stewart L.
London, Joseph C.
Mora, Nick J.

ORLANDO
Ashby, Brian S.
Breton, Ramon F.
Gallo, Victor H.
Garau, Michael
Gillespie, Matthew S.
Roberts, Heather A.
Romano, Steve N.
Stickler, Jennifer J.
Swisher, Jeff R.
Taylor, James M.
Woodward, Mike R.

PANAMA CITY BEACH
Brittain, Jeff M.

SARASOTA
Cianfaglione, Chris D.
Conerly, William E.
Leep, Jordan E.

ST. PETERSBURG
Hughes, Shelby N.
Schneider, Jared R.

TALLAHASSEE
Clayton, Brennon M.
Dempsey, Dwight D.
Kalbli, Shawn C.
Lewis, Kelsey V.
Snipes, Cameron R.

TAMPA
Hatton, Christopher C.
Johnson, Sarah

VERO BEACH
Hollen, Chris

WEST PALM BEACH
Fairchild, Angelina
Haigh, Jonathan D.
Regueiro, Eric
Johnson, Brett A.
Kagawa, Ron M.
Long, Casey
Long, Jamea M.
Meyer, Alexis E.
Ng, Hooi Gin
Walker, Brady J.

## MIDWEST

CHICAGO DOWNTOWN
Mayer, Joseph P.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH SUBURBS
Duyar, Melissa

CHICAGO WEST SUBURBS
Albers, Emma J.
Eschbach, Taylor R.
Kenyon, Jared J.
Leary, Derik D.

COLUMBUS
Kufahl, Gregory D.
Reeves, Michael C.

INDIANAPOLIS
Timko, Michael J.
Wolfred, Maurice A.

KANSAS CITY
Gallo, Anthony A.
McKerrow, Jeff D.
Wysong, Tyler A.

TWIN CITIES
Catchpool, Alan L.
Moren, Luke B.
Phipps, Ryan A.
Robinson, Gregory W.
Sieh, Patricia D.
Tadt, Eric J.

TWIN CITIES- WEST
Manning, Jon T.
Koller, Andrea P.

**Kimley-Horn and Associates, Inc.**
**STANDARD CONTRACT SIGNING AUTHORITY**
**December 15, 2022**
**These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).**

Sieh, Patricia D.

## MOUNTAIN

BOISE
Bard, Teller R.

BROOMFIELD
Pratt, Anthony J.

COLORADO SPRINGS
Hess, Mitchell O.

DENVER
Griffin, Erin L.
Hopkins, Christopher E.
Watson, Kyle E.

EVERETT
Koltonowski, Ed
Martin, Deanna

FORT COLLINS
Felton, Emily P.

LAS VEGAS
Ackeret, Thomas E.
Moore, Devin V.
Mosley, Michael S.
Wakenhut, Jonathan R.

MESA
Bearat, Lina H.
Garinger, Amy M.
Haase, Deanna C.
Wright, Bryan M.

PHOENIX
Artiles, Arnoldo A.
Burgess, Lisa M.
Christian, Rajesh S.
Colombo, Michael A.
Delmarter, Michael L.
Haney, Stephen E.
Jones, Traver M.
Schmidt, Zachary R.
Thoma, Jayme R.
Whitehurst, Eric A.
Woolery, Christopher

PORTLAND
Baxter, Donald J.

SALT LAKE CITY
Herrick, Christine N.
Morton, Leslie
Risano, Amanda J.
Williams, Nicole M.

SEATTLE
Kamerath, Marcy

TUCSON
Field, Rebeca V.

UTAH COUNTY
Bick, Christopher P.

## SOUTH

ALPHARETTA
Clark, Logan D.
Landry, Troy M.
Edmonson, William C.
Rubenstein, Marcus A.
West, Brian B.
Zittrauer, Derek M.

ATLANTA
Horbal, Bradley L.

ATLANTA MIDTOWN
Elsey, Jeffrey B.
Manners, Jason R.
Pastore, Cristina C.
Skinner, Shannon
Triplett, Katherine R.

BIRMINGHAM
Johnson, Elizabeth H.

FRANKLIN
McGowan, Mary G.

MEMPHIS
Mays, James D.
Monroe, Kenneth W.

NASHVILLE
Boles, Brendan J.
Krebs, Meridith C.
Neal, Philip H.
Eley, Alisha R.

## TEXAS

AUSTIN NORTH
Neal, Trey A.
Fowler, Thomas M.
Kiewit, Jordan S.
Parker, Brian J.
Smith, Robert J.

AUSTIN SOUTH
Shoppa, Dwayne M.
Pheiffer, Sam T.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Dolian, Jeffrey
Henrichs, Tyler B.
Kaiser, Jason M.
Lucas, Matthew A.
Meza, Sarah M.
Moss, Bradley J.
Ploetzner, Jamie
Samarripas, Anthony M.
Scott, Sarah E.

CELINA
Hensley, Todd A.
Malan, Craig M.
Murphree, Brent L.

FORT WORTH
Brewer, Cody R.
Igo, Chris P.

FRISCO
Fletcher, Thomas L.
Kennedy, Russell L.
Ross, Casey J.

GEORGETOWN
Helton, Austin S.

HOUSTON
Allsop, Benjamin C.
Cargill, Kenneth W.
Frysinger, Ashley M.
Kelly, Stephen J.
Kirkland, Mark R.

LAS COLINAS
Delmotte, Ryan M.
Fraccaro, Joseph A.

MCKINNEY
Riccardi, Joseph C.
Strouse, Todd L.

PEARLAND
Deshpande, Vivek

RICHARDSON
Kerby, Jonathan C.
New, Nathan C.

SAN ANTONIO
Avery, Amy E.
Cox, B. Matthew
Underwood, Richard J.

THE WOODLANDS
Lewis, Tyler W.

OKLAHOMA CITY
Cooksey, Steven R.
Schmidt, Luke A.

## AGREEMENT

**THIS AGREEMENT** is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and GEOSYNTEC CONSULTANTS, INC. 900 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, FEIN # 59-2355134; hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for Water Quality and Drainage Study Services, pursuant to the COUNTY's Purchasing Policy and RFP-22-012; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in RFP-22-012; and,

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. TERM.**

The term of this Agreement shall be for a period of five hundred, forty-eight calendar days from the date the contract is executed by the County, and may be extended when in the best interest of the COUNTY for three additional periods of one (1) year each.

**SECTION 3. SCOPE OF SERVICES.**

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

**SECTION 4. WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs

incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

**SECTION 5. OBLIGATIONS OF THE CONTRACTOR.**

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

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

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

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

**SECTION 6. STANDARD OF CARE.**

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

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

**SECTION 7. COMPENSATION.**

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

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

**SECTION 8. TERMINATION.**

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

**SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.**

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

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

**SECTION 10. INSURANCE.**

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

1. AUTOMOBILE:
   a. Combined Single Limit: $1,000,000.00 per accident,

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($100,000.00) per occurrence, $100,000.00 per employee and $ 500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an Additional Insured on all policies except Workers Compensation and Professional
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

**SECTION 11. COUNTY OBLIGATIONS**

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

**SECTION 12. ENTIRE AGREEMENT.**

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

**SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

**SECTION 14. PUBLIC RECORDS**.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

**HCBCCRECORDS@HIGHLANDSFL.GOV**

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

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

**SECTION 15. INDEPENDENT CONTRACTOR.**

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

judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 16. APPLICABLE LICENSING.**

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

**SECTION 17. COMPLIANCE WITH ALL LAWS.**

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

**SECTION 18. INDEMNIFICATION.**

In accordance with Florida Statutes, Section 725.08 the CONSULTANT shall indemnify and hold harmless Highlands County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this services under this Agreement.

**SECTION 19. BANKRUPTCY OR INSOLVENCY.**

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

**SECTION 20. BINDING EFFECT.**

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

**SECTION 21. ASSIGNMENT.**

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

**SECTION 22. SEVERABILITY.**

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

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

**SECTION 23. WAIVER.**

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

**SECTION 24. NOTICE.**

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

| | |
|---|---|
| COUNTY: | Board of County Commissioners<br>of Highlands County<br>Attn: County Administrator<br>600 South Commerce Avenue<br>Sebring, Florida 33870 |
| *Copy to:* | Roper, P.A.<br>Sherry G. Sutphen, Esquire<br>2707 E. Jefferson Street<br>Orlando, Florida 32803<br>Ssutphen@RoperPA.com |
| CONTRACTOR: | Geosyntec Consultants, Inc.<br>900 Broken Sound Parkway NW,<br>Suite 200,<br>Boca Raton, FL 33487 |

**SECTION 25. MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this

Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 26. HEADINGS.**

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

**SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.**

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

**SECTION 28. CONFLICT OF INTEREST.**

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

**SECTION 29. PUBLIC ENTITY CRIMES.**

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

**SECTION 30. JOINT AUTHORSHIP.**

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

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

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

**SECTION 32. SOVEREIGN IMMUNITY.**

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

**SECTION 33. AUDITING, RECORDS, AND INSPECTION.**

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

**SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.**

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as

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

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

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

(*Signatures on the following page*)

**IN WITNESS WHEREOF,** the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 13 day of February, 2023.

**CONTRACTOR**

By: _____

Print: Mark Ellard, PE

Title: Senior Principal / V.P.

**STATE OF** Florida
**COUNTY OF** Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as _____, of Mark Ellard, PE, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13th day of February, 2023.

(stamp)

Clarissa Yuknavage
NOTARY PUBLIC, State of Florida

CLARISSA YUKNAVAGE
Notary Public - State of Florida
Commission # HH 105496
My Comm. Expires Mar 17, 2025
Bonded through National Notary Assn.

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY**

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

# Exhibit “A”
# Scope of Services
# Water Quality and Drainage Study

Geosyntec consultants

3504 Lake Lynda Drive, Suite 155
Orlando, FL 32817
PH 407.321.7030
www.geosyntec.com

January 25, 2023

**Mitchell D. Thomas, P.E.**
Project Manager
Highlands County Board of County Commissioners
505 S. Commerce Avenue
Sebring, FL 33870

Subject: **Water Quality and Drainage Study**
RFP 22-012-LD Professional Services for Water Quality and Drainage Studies
Highlands County, Florida

Dear Mr. Thomas:

Geosyntec Consultants, Inc. (Geosyntec or consultant) is pleased to provide this proposal for providing services to Highlands County (County) for the above referenced project.

**BACKGROUND**

The County has requested a scope of services and fee from Geosyntec to perform water quality and flood improvement studies within three watersheds. The subject watersheds consist of Sebring Country Estates (including Lowes-Jackson), Sebring Falls, and Lake Placid. Refer to attached **Figures 1, 2, and 3** within **Attachment B** for the watershed boundaries.

The following sections, titled Project Understanding and Scope of Services was provided by the County. The text was copied verbatim below with additional description and revisions for clarity by Geosyntec.

**Project Understanding**

- Highlands County ("County") is interested in performing a water quality and drainage study to identify improvements needed to address flooding concerns in seven areas throughout the County identified in red and black in **Figure 1 (see Attachment B)**. Geosyntec ("Consultant") will study three of these seven areas and Kimley-Horn will study four (4) of these seven areas. The three areas to be studied by the Consultant include: Sebring Country Estates (including Lowes-Jackson), Sebring Falls, and Lake Placid.
- The Consultant will create models to generally utilize roadways as basin divides and overland weirs. This will be at the scale for each of the three areas as noted in **Figures 2 & 3 (See Attachment B)**.
- Local drainage features such as roadside swales and driveway culverts will not be modeled.
- This project will be a planning level study to determine recommended improvements in this area and not at a level suitable for FEMA map revisions or regulatory floodplain management programs.
- The study's deliverables are anticipated to serve as documentation in future grant or loan submittals.
- The Consultant will contract directly with a surveyor for this project.
- Tasks 1 through 6 below are for the three study areas (Sebring Country Estates, Sebring Falls, and Lake Placid).

**Scope of Services**

## TASK 1 – PROJECT MEETINGS AND ADMINISTRATION

A. **Project Kickoff Meeting**

1. The Consultant will attend a TEAMS Project Kickoff Meeting with the County to discuss the Project and anticipated improvements, as well as the scope of services, schedule, project administration, communication plan, and invoicing.
2. The Consultant will prepare a meeting agenda and meeting summary notes of the topics discussed during the Project Kickoff Meeting, including any action items that were agreed to during the meeting. The Consultant will submit the meeting summary notes to the County.

B. **Progress Meetings**

1. The Consultant will schedule and attend up to 18 progress meetings with the County project manager and other County staff.
2. The Consultant will prepare an agenda for each progress meeting as well as summary notes of the topics discussed, including any action items that were agreed to during any of the meetings.

C. Project Management

1. Project Setup and Administration
2. Management of technical staff efforts and general project (QA/QC)
3. Project tracking, schedule updates, status reports, etc.

**Deliverables:**

- Meeting Agenda and Notes for the kickoff meeting – one (1) electronic copy in .pdf format
- Meeting Agenda and Notes for each progress meeting – one (1) electronic copy in .pdf format
- Monthly status reports and schedule updates as needed

## TASK 2 – DATA COLLECTION AND DOCUMENTATION

A. **Initial Data Collection and Desktop Review**

1. **Desktop Data Collection** - The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, Environmental Resources Permit (ERP), topographic data, NRCS soils, land use, wetland and hydrography layers, gauge data, NEXRAD data, latest aerial photographs, cartographic data in GIS format including property parcels and roads, and past flooding documentation as available. Data compiled for the Jack Creek and Sebring WMP studies will be utilized. Outdated data will be replaced with current data and additional data will be collected where available.

2. **Desktop Data Review and Model Basin Refinement** - The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3.

3. **Model Schematic Refinement** - Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow. This task will consist of model node-link schematic refinement to establish model level of detail and identify where data are needed to parameterize the model. In addition, updates to the GIS drainage infrastructure features (hydrojunctions and hydroedges) will be made to establish drainage patterns. Drainage infrastructure and model node-link schematic will be compiled into a SWFWMD GWIS 2.1 geodatabase schema.

4. **Data Gaps Mapping** - The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins and drainage infrastructure for County review. In addition, a refined Model Schematic Map will be submitted for County review.

5. **Data Gaps Updates** - Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale. Geosyntec will updated the Data Gaps map after review and incorporating additional data provided by the County.

B. **Field Visit**

Within the areas of anticipated model refinement, the Consultant will visit the field to verify general drainage patterns and drainage structures to be modeled. The Consultant will photograph and document the size and material of the accessible major conveyance stormwater structures. It is anticipated that areas that have already been visited in past studies or are already to the desired level of detail will be visited only to understand general drainage patterns and structures will not be visited. This total subtask is limited to 15 days of field work for a 2-person field crew.

If during the course of the project, it is determined that it would be worthwhile to collect data via a drone, the County has these capabilities and will perform this data collection.

C. **Coordination with Surveyor**

1. The Consultant will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others.

   Geosyntec will develop a Survey Needs Map and GIS feature classes that represent the locations that require survey. The Survey Needs Map and GIS feature class will be provided to the County and surveyor for review and development of the survey scope and fee. County comments will be incorporated to adjust the scope and fee as needed. The Subconsultant ECHO UES, Inc. (ECHO) is the surveying subconsultant for this project.

2. The Subconsultant will field survey drainage structures in Highlands County. The structures to be surveyed will be provided by the Consultant. The survey will include locating horizontal and vertical locations of channel cross-sections, pipe inverts, control structures, and any associated drainage control points within these structures. The survey will include the location and elevations of the centerlines of any roadways under which the culverts run.
3. The Subconsultant will provide the survey files in a spreadsheet format for input into ArcGIS systems. Cad files and shapefiles can be provided upon request. Proposed spreadsheet format:
    a) Point ID, point type, x, y, z, pipe size, and pipe material
4. The Subconsultant will provide a document certifying the information provided (signing and sealing the provided data).
5. Cost associated with task C will only be for the Consultant's coordination efforts. Cost for the survey work will be approved under a separate contract modification.

D. **Desktop Environmental Review**

This task was originally included with the Existing Conditions Analysis but can be completed concurrent with other data collection tasks. As such, the task was moved under the data collection task. This task will be completed by subconsultant Modica and Associates (Modica).

1. The Consultant will conduct a Natural Resource Assessment (NRA) for each of the three study areas to identify potential wetlands and surface waters, upland habitats (including potential sensitive habitats), and evaluate the potential usage of threatened and endangered species. In preparing the NRA, the Consultant will conduct the following tasks:
    - Review readily available natural resource documentation, previous environmental studies (provided by County), readily available permits and listed species information
    - Review existing GIS databases sourced from the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), iNaturalist, Audubon EagleWatch, and Cornell Lab's eBird regarding known occurrences of listed species on and near the subject property;
    - Review State Historical Preservation Office (SHPO) Master Site File
    - Review land cover map classifying the habitats based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS)
    - Review U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) soils
    - Review Federal Emergency Management Agency (FEMA) floodplain
    - Review available historical aerials

2. Following the desktop review a Technical Memorandum will be prepared summarizing the results of the data collection efforts as well as additional surveys required, if applicable, such as detailed listed species surveys. The following exhibits will be prepared:
    - Location Map
    - 7.5 Minute U.S. Geological Service (USGS) Quadrangle Map
    - Historical Aerial Map(s)
    - Historical FLUCCS

- Existing FLUCCS
- USDA/NRCS Soils map, and
- Listed species map(s), if applicable

E. **Data Collection Deliverable**

The Consultant will compile information collected in Task 2 into a single deliverable folder with a list of data collected. The data contained in the deliverable will be limited to data relevant to model development. A brief (1 to 2 page) summary memorandum will be provided with the deliverables.

**Deliverables:**

- Data Gaps Map – one (1) electronic copy in .pdf format
- Model Schematic Map - one (1) electronic copy in .pdf format
- Database of collected data relevant to model development
- Survey Needs Map - one (1) electronic copy in .pdf format
- Survey Needs GIS feature classes
- Survey files in spreadsheet format – one (1) electronic copy in .xls format
- Survey certification document – one (1) electronic copy in .pdf format
- Environmental Technical Memorandum – one (1) electronic copy in .pdf format
- Brief Summary Technical Memorandum

## TASK 3 – EXISTING CONDITION ANALYSIS

A. **Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model**

The Consultant will utilize available existing models and the refined basins created in Task 2 to create an existing conditions model for each of the three study areas. The refined model will utilize existing model data as available, but will supplement that data with data available from the DEM (from 2018 USGS LiDAR), field visits, survey, and preliminary model features developed in Task 2. The models will be developed based on the following approach:

1. The Consultant will use ICPR4 software, by Streamline Technologies, Inc. to conduct the hydraulic/hydrologic stormwater modeling for this task. The model will be developed using 1D methodologies. For consistency with current and ongoing studies within the Jack Creek and Sebring watersheds, the model will be parameterized within the SWFWMD GWIS v2.1 geodatabase and exported to ICPR4 software for simulation execution.

    a. The Consultant will assign DCIA and impervious percentages based on land use types (land use will be obtained from the water management district).

    b. Overland weirs will be developed based on the available DEM.

    c. Stage-storage relationships will be developed using the available DEM.

    d. Pipes, control structures, and channels (ditches) in the study area will be modeled based on the available data (as-built or survey data or based on engineering judgement/assumptions when survey or as-built data is not available).

e. Rainfall depths will be based on SWFWMD Basis of Review isohyetal maps as published at the time of notice to proceed.

f. The use of percolation as an outfall in the model will be evaluated on a subbasin-by-subbasin basis in dry depressional areas or dry stormwater ponds.

2. Once the calibration is complete, for the existing conditions model, the Consultant will model the 2.33-year 24-hour, 10-year 24-hour, 25-year 24-hour, 50-year 24-hour, and 100-year 24-hour design storm events.

B. **Existing Conditions H&H Model Calibration/Verification**

1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service.

C. **Existing Conditions Deliverable**

The Consultant will compile information developed in Task 3 into a single deliverable folder with the calibrated/ verified model and supporting data. This deliverable will build upon and include previous deliverable data. The model and supporting data contained in the deliverable will be limited to the final calibrated model and data relevant to model development. A brief (1 to 2 page) summary memorandum will be provided with the deliverables.

***Deliverables:***

- Updated reference documents compilation
- Final Model Schematic Map
- Complete GWIS geodatabase for each watershed study area.
- Model development calculations including Time of Concentration calculations, Green-Ampt parameters, Impervious calculations, etc.
- ICPR4 model input and results for each watershed study area.
- Documentation of calibration event model results with available observational data.
- Level pool floodplains for final model runs for each of the study areas – three (3) total in .pdf format and associated .shp files
- Brief Summary Technical Memorandum

## TASK 4 – ALTERNATIVES ANALYSIS

A. **Initial Project Selection**

1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project

locations for proposed projects. The Consultant will prepare maps of water quality and flooding deficiencies and potential flooding and/ or water quality improvement locations.

2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. The Consultant will discuss with the County the goals for flood reduction.

B. **Modeling Alternatives Analysis**

1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document.

2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area. The Consultant will create preliminary layouts of the primary system drainage improvements proposed in the three (3) alternatives in each of the study areas. The purpose of these layouts is to clearly depict the proposed alternatives prior to going forward with the alternative modeling.

3. The Consultant will model the three (3) selected alternatives for each study area in the existing condition model. The Consultant will create alternative conditions model schematic maps for each of the selected alternatives.

   The Consultant will evaluate proposed alternatives in a water quality pollutant loading analysis model to determine alternative conditions pollutant reductions. The BMPTrains model will be used for this analysis. The Consultant will develop load reduction tables for each of the water quality alternative conditions.

4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas.

C. **Secondary Drainage System**

It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects.

D. Alternative Analysis Deliverable

The Consultant will compile models and outputs developed in Task 4 into a single deliverable folder. This deliverable will build upon and include previous deliverable data. A brief (1 to 2 page) summary memorandum (model iterations document) will be provided with the deliverables.

*Deliverables:*

- Model iterations document - one (1) electronic copy in .pdf format
- Primary System Drainage Improvements Maps
- Alternative Conditions Model Schematic Maps
- Nutrient Load Reduction Tables
- Level pool floodplains for final model runs for all storm event - (three alternatives for three areas) – nine (9) total maps in .pdf format and .shp file format
- Node stage results in tables – one (1) electronic copy in .pdf format
- Secondary Drainage System Sizing map in .pdf format

## TASK 5 – BENEFIT-COST ANALYSIS

### A. Preliminary Layouts

The Consultant will update the preliminary layouts of the drainage improvements proposed in the three (3) alternatives in each of the study areas. These alternatives will include improvements to the primary drainage structures only. As a separate layout, the Consultant will prepare a layout that shows the proposed secondary drainage improvements that are recommended. These will be used as the basis for the cost estimates.

### B. Preliminary Opinions of Probable Construction Cost

The Consultant will prepare preliminary opinions of probable construction cost (OPCC) (Class II level) for the nine identified alternatives. The preliminary OPCC should be developed using current industry information. The information will be used to compare the alternatives and general anticipated cost. Further refinement of the OPCC will be developed in the future.

### C. Decision Support Matrix

1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered.

   The flooding benefit-cost will be calculated based on avoided flood damage costs on an average annual basis. The water quality benefit cost will be based on average annual cost per mass of pollutants removed, including maintenance costs.

2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County.

D. Benefit-Cost Analysis Deliverable

The Consultant will compile tables, documentation and data developed in Task 5 into a single deliverable folder. This deliverable will build upon and include previous deliverable data. A brief (1 to 2 page) summary memorandum will be provided with the deliverables.

***Deliverables:***

- Preliminary layouts of the proposed drainage improvement alternatives - nine (3 OPCs per each of the 3 areas) electronic copies in .pdf format
- Opinions of Probable Cost - nine (3 OPCs per each of the 3 areas) electronic copies in .pdf format
- Flood and water quality benefit-cost results for each alternative.
- Decision Support Matrix - one (1) electronic copy in .pdf format
- Brief Summary Technical Memorandum

## Task 6 – FINAL REPORT AND RECOMMENDATION

### A. Final Report

1. Based on the final weighted matrix, the Consultant will recommend an alternative per area.
2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, discussion of grants based on the review completed in Task 4, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application.
3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County. One report per watershed area will be submitted.

***Deliverables:***

- Draft Report (.pdf)
- Final Report (.pdf) and (Microsoft Word)
- Compilation of previous Data Collection, Existing Conditions, Alternatives Analysis, and Benefit-Cost Analysis deliverables, submitted with the Draft and Final Reports.

## BUDGET ESTIMATE

Based on the foregoing, a lump sum budget of $542,516 is requested. The work will be conducted in accordance with the terms and conditions specified herein and pursuant to Contract RFP 22-012-LD. The lump sum amount is based on our estimated budget for performing these services, which includes labor, subconsultant fees, and other direct costs necessary to complete the work scope described in this proposal, as detailed in **Attachment A**.

Project efforts will be billed to the County on a lump sum task percent complete basis, based on the major tasks defined in the cost build-up spreadsheet in **Attachment A**. Invoices will be structured to list project tasks with accomplished percent complete, then corresponding budget invoiced, overall budget expended and overall budget remaining. A separate status report will be provided to the County's project manager providing a narrative of work accomplished supporting the invoice.

**SCHEDULE**

Geosyntec can begin work immediately upon Notice to Proceed. Work will commence in accordance with the schedule in **Attachment C**.

**CLOSURE**

We appreciate the opportunity to work with the County on this project. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (407) 321-7030.

Sincerely,
**Geosyntec Consultants, Inc.**

Tom Amstadt, PE, CFM
Principal, Project Manager
tamstadt@geosyntec.com

Mark W. Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com

Attachments
A – Project Budgetary Estimate
B – Subconsultant Fee Proposal
C – Project Schedule

Geosyntec consultants

# ATTACHMENT B

# SUBCONSULTANT FEE PROPOSAL

**Via email:** TAmstadt@Geosyntec.com

January 20, 2023

Tom Amstadt, P.E., DFM
Principal Engineer
Geosyntec Consultants, Inc.
3504 Lake Lynda Drive, Suite 155
Orlando, FL 32817

MODICA & ASSOCIATES

ENVIRONMENTAL
PLANNING
DESIGN &
PERMITTING

**Re: Proposal for Desktop Natural Resource Assessment**
**RFP 22-012-LD – Highlands County**

Dear Tom:

Attached is a proposal to conduct a desktop Natural Resource Assessment of three areas in Highlands County identified as Sebring Country Estates, Sebring Falls and Placid Lakes (**Figures**). Modica & Associates will conduct these assessments as a subconsultant to Geosyntec Consultants, Inc. under the continuing services contract RFP 22-012-LD for Highlands County.

The desktop review will include an evaluation for the potential presence of wetlands and surface waters, upland habitat types including sensitive habitats, and the potential for presence/use by protected species of wildlife. A separate Technical Memorandum will be prepared for each project area. No field work is included with this assessment.

Modica & Associates appreciates being part of the team for this continuing services contract. Please contact me if you have any questions regarding the attached proposal.

Sincerely,

Elaine Imbruglia
President

PHONE 352.394.2000 FAX 352.394.1159
302 MOHAWK ROAD, CLERMONT, FLORIDA 34715
WWW.MODICAANDASSOCIATES.COM

**PROPOSAL FOR DESKTOP NATURAL RESOURCE ASSESSMENT**
**RFP 22-012-LD PROFESSIONAL SERVICES FOR WATER QUALITY AND DRAINAGE STUDIES**
**SEBRING COUNTRY ESTATES, SEBRING FALLS, PLACID LAKES**
**HIGHLANDS COUNTY, FLORIDA**

**January 20, 2023**

## SCOPE OF SERVICES

The following Scope of Services is provided to conduct a desktop Natural Resource Assessment of three properties ("Properties") selected by Highlands County and identified as Sebring Country Estates, Sebring Falls and Placid Lakes (**Figures**). The project boundaries for each of the three Properties will need to be provided, preferably in shapefile format, by Geosyntec Consultants, Inc. prior to initiating the work outlined below.

This is a desktop evaluation only, and does not include any field work.

### Task 1: Desktop Natural Resource Assessment

Each of the three Properties will be evaluated for the potential for the presence wetlands and surface waters, upland habitats including sensitive habitats, and for the potential presence/use of the Properties by protected species of wildlife. The following tasks will be conducted to complete this evaluation.

Task 1a: Technical Information Review

1. Review existing technical information, to include aerial photographs, Natural Resource Conservation Service (NRCS) soils maps, quad maps, publicly available ArcGIS databases (wildlife corridors, wildlife sightings, etc.), and existing literature on listed species that could occur within or near the Properties. The Florida Natural Areas Inventory (FNAI) Species Tracking List for Highlands County and the U.S. Fish & Wildlife Service's Informal for Planning and Consultation (IPaC) database will also be reviewed to identify potential state and federal listed species that may occur in the project vicinity.

   This task may also include review of previous environmental studies provided by Highlands County. This research will be done in-office.

2. Wildlife databases will be reviewed with specific attention given to the presence of wildlife species "listed" by the Florida Fish & Wildlife Conservation Commission (FWC) and the USFWS. Any wildlife documentation of significance (i.e. bald eagle nests, wading bird rookeries, etc.) will be reported and included on a map series.

3. Modica & Associates will access FEMA Flood Insurance Rate Maps in an effort to identify any areas of floodplain within each Property. A map indicating FEMA flood zones will be generated using ArcGIS® software and included within the Technical Memorandum.

4. Modica & Associates will contact the State Historic Preservation Office (SHPO) Master File to inquire whether any archaeological resources, cultural resources and/or historic buildings have been documented within each Property. This task includes preparing and submitting maps and other pertinent data for submittal to SHPO. This request will be submitted via email.

5. The desktop wetland evaluation will include review of current and historical aerial photography, soils data and National Wetlands Inventory (NWI) data. If wetlands are identified on any of the Properties, the extent of wetlands will be estimated to the greatest extent possible without conducting a site inspection.

| | | |
|---|---|---|
| GIS Specialist: | 20 hours @ $100.00 = | $2,000.00 (per Property) |
| Senior Scientist | 12 hours @ $130.00 = | $1,560.00 (per Property) |
| **Task 1a Cost:** | | **$3,560.00 X 3 = $10,680.00** |

Task 1b: Technical Memorandum

6. Upon completion of the desktop review, Modica & Associates will prepare a written Technical Memorandum detailing the results of the desktop evaluation. This memorandum will discuss wetlands and surface waters, potential for sensitive upland habitats (i.e. native scrub, etc.), and the likelihood for the presence of protected species of wildlife.

7. A map series of each Property will be prepared using ArcGIS software to accompany each Technical Memorandum and will include a location map, aerial, soils map, current and historical land use map, FEMA floodplain map and a wildlife occurrence map as applicable. Site-specific maps may also be produced to graphically depict any wetlands or other ecological constraints that may be present on a particular property.

| | | |
|---|---|---|
| GIS Specialist: | 8 hours @ $100.00 = | $ 800.00 (per Property) |
| Senior Scientist: | 24 hours @ $130.00 = | $3,120.00 (per Property) |
| **Task 1b Cost:** | | **$3,920.00 X 3 = $11,760.00** |

**Note:** No field work, agency site inspections, meetings or permitting are included in this scope. If any field work, meetings or permitting is needed, an amendment to this agreement will be provided for approval.

**ADDITIONAL SERVICES**

Any tasks not detailed in the above Scope of Services can be added at the request of the Client and will be considered Additional Services. Such tasks may include, but are not limited to: site inspection, wetland delineation, comprehensive wildlife surveys, wildlife impact or relocation permitting, wildlife relocation, meetings with Client and Engineer, Environmental Resource Permitting, mitigation design work, mitigation monitoring, etc.

**PROPOSAL FOR DESKTOP NATURAL RESOURCE ASSESSMENT**
**RFP 22-012-LD PROFESSIONAL SERVICES FOR WATER QUALITY AND DRAINAGE STUDIES**
**SEBRING COUNTRY ESTATES, SEBRING FALLS, PLACID LAKES**
**HIGHLANDS COUNTY, FLORIDA**

**January 20, 2023**

## BILLING

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Reimbursable expenses including overnight or courier delivery services, out of office reproductions, etc. will be billed to the Client at cost. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

## AUTHORIZATION TO PROCEED

Accepted by: _____
Printed Name Title

_____
Signature Date

Person to receive billing: _____

Billing address: _____

_____

Billing phone: _____

Billing fax: _____

E-Mail Address: _____

Date authorized to begin work: _____

# FIGURES

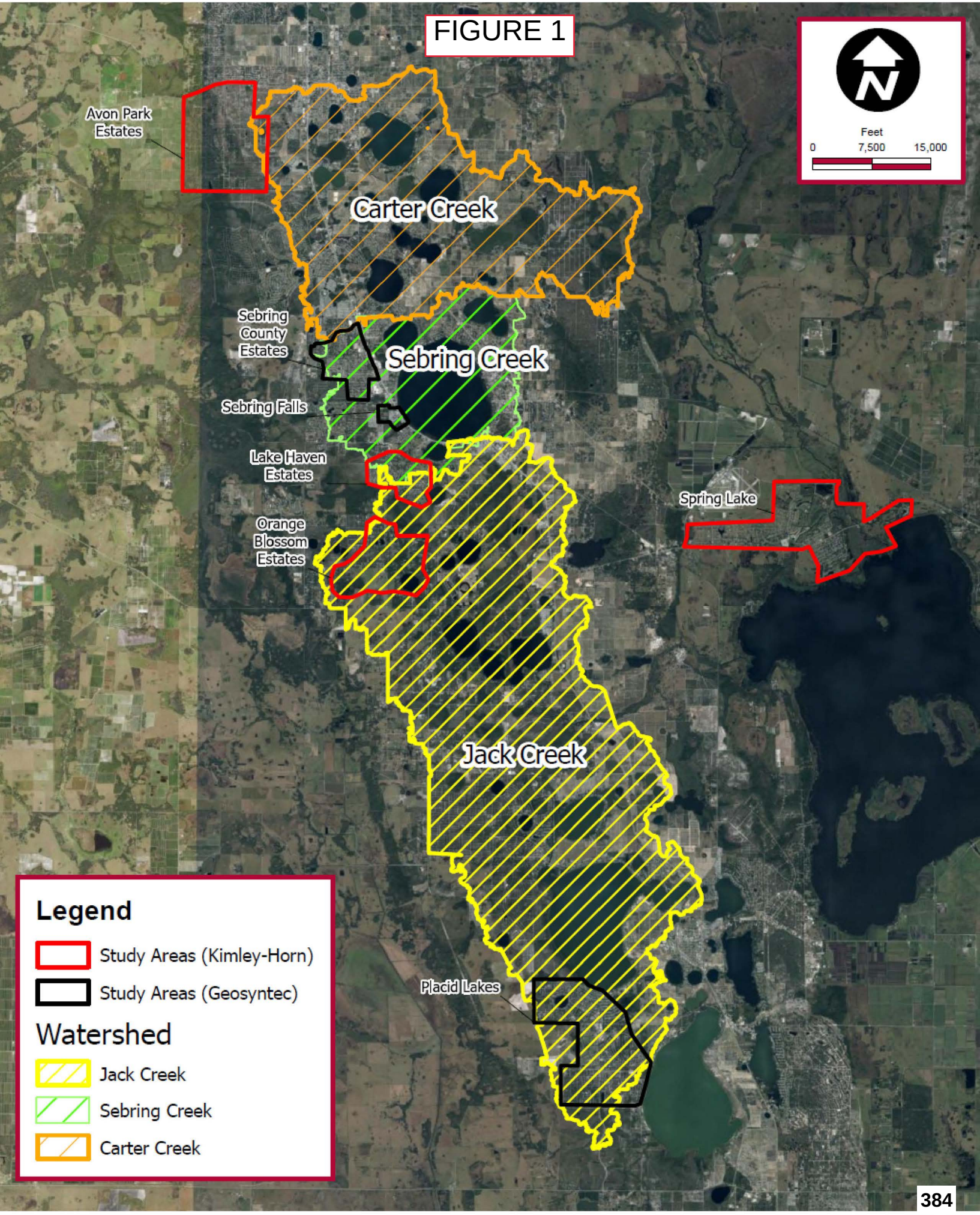


FIGURE 1
Avon Park Estates
Carter Creek
Sebring County Estates
Sebring Creek
Sebring Falls
Lake Haven Estates
Orange Blossom Estates
Spring Lake
Jack Creek
Placid Lakes
Feet
0
7,500
15,000
Legend
Study Areas (Kimley-Horn)
Study Areas (Geosyntec)
Watershed
Jack Creek
Sebring Creek
Carter Creek

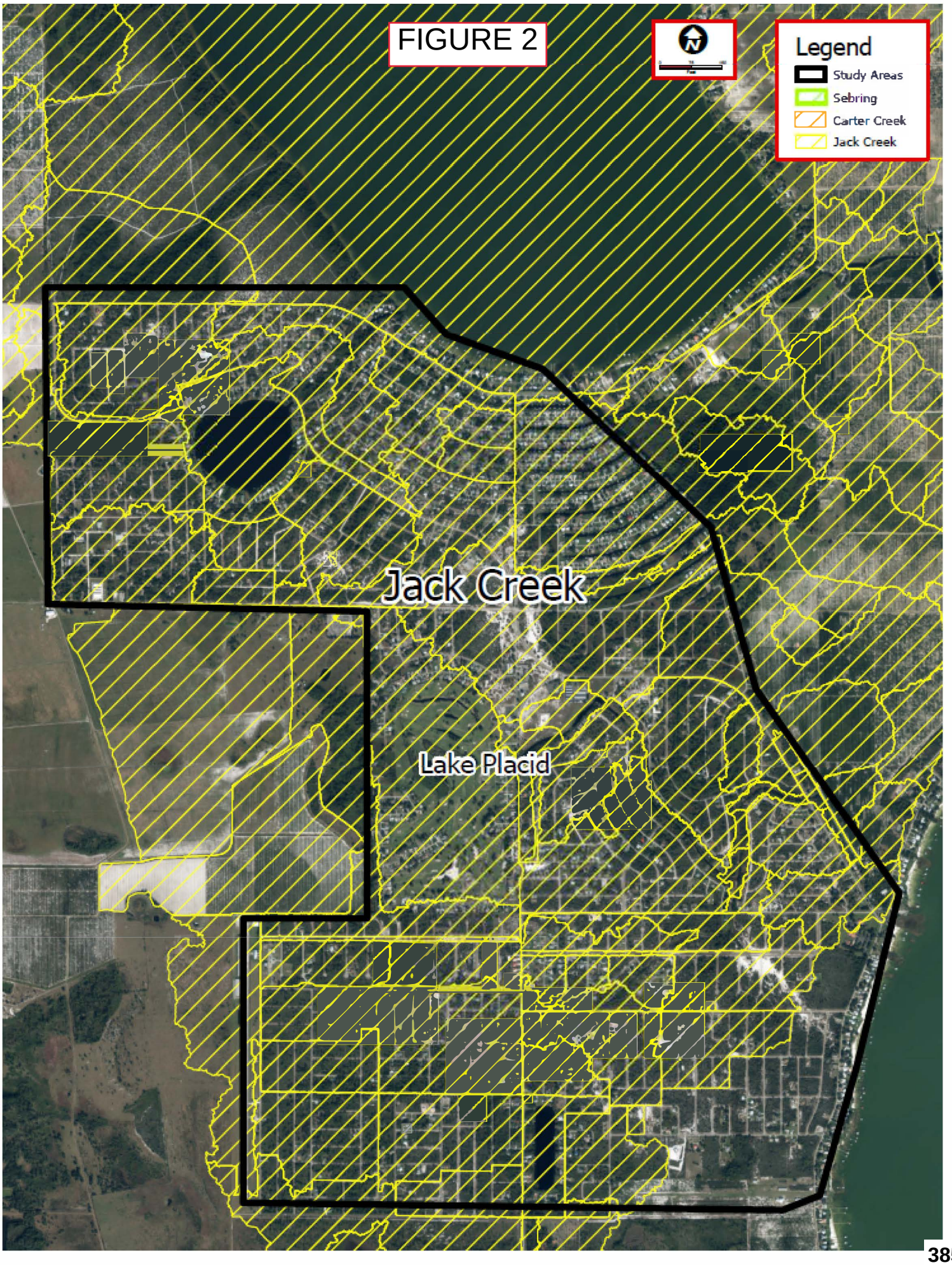


FIGURE 2
Legend
Study Areas
Sebring
Carter Creek
Jack Creek
Jack Creek
Lake Placid

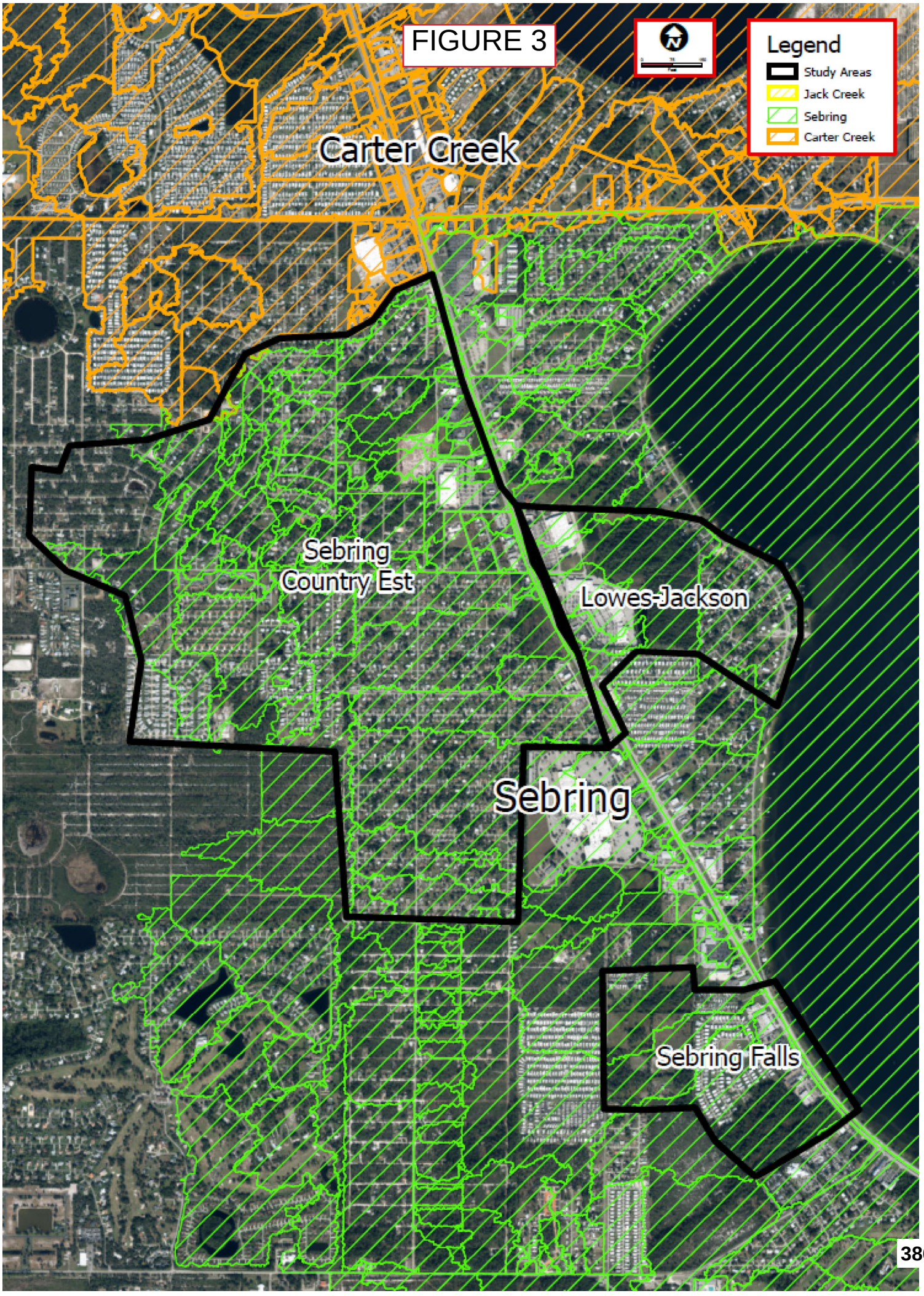


FIGURE 3
Legend
Study Areas
Jack Creek
Sebring
Carter Creek
Carter Creek
Sebring
Country Est
Lowes-Jackson
Sebring
Sebring Falls

# ATTACHMENT C

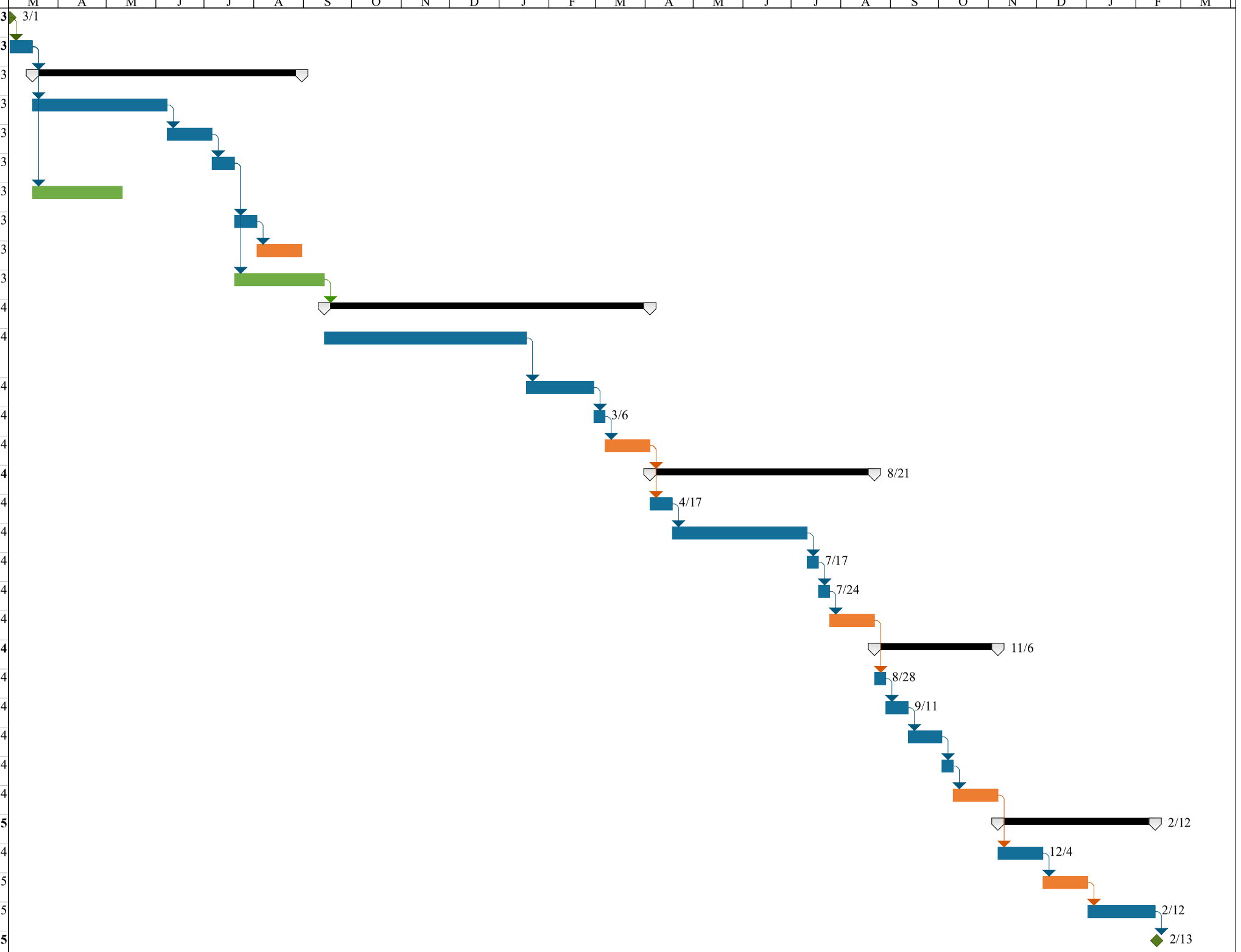
# PROJECT SCHEDULE

ATTACHMENT C - PROPOSED PROJECT SCHEDULE
RFP 22-012-LD Professional Services for Water Quality and Drainage Studies
Orange County, Florida

January 23, 2023



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Notice to Proceed** | 1 day | **Wed 3/1/23** | **Wed 3/1/23** |
| 2 | **1 - Project Kickoff Meeting** | 10 days | **Thu 3/2/23** | **Wed 3/15/23** |
| 3 | **2 - Data Collection and Documentation** | 120 days | Thu 3/16/23 | Wed 8/30/23 |
| 4 | 2A - Initial Data Collection and Desktop Review | 60 days | Thu 3/16/23 | Wed 6/7/23 |
| 5 | 2B - Field Visit | 20 days | Thu 6/8/23 | Wed 7/5/23 |
| 6 | 2C - Coordination with Surveyor | 10 days | Thu 7/6/23 | Wed 7/19/23 |
| 7 | 2D - Desktop Environmental Review - Modica & Associates | 40 days | Thu 3/16/23 | Wed 5/10/23 |
| 8 | 2E - Data Collection Deliverable | 10 days | Thu 7/20/23 | Wed 8/2/23 |
| 9 | County Review | 20 days | Thu 8/3/23 | Wed 8/30/23 |
| 10 | Drainage Survey - Echo UES | 40 days | Thu 7/20/23 | Wed 9/13/23 |
| 11 | **3 - Existing Conditions Analysis** | 145 days | Thu 9/14/23 | Wed 4/3/24 |
| 12 | 3A - Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model | 90 days | Thu 9/14/23 | Wed 1/17/24 |
| 13 | 3B - Existing Conditions H&H Model Calibration/Verificatior | 30 days | Thu 1/18/24 | Wed 2/28/24 |
| 14 | 3C - Existing Conditions Deliverable | 5 days | Thu 2/29/24 | Wed 3/6/24 |
| 15 | County Review | 20 days | Thu 3/7/24 | Wed 4/3/24 |
| 16 | **4 - Alternatives Analysis** | 100 days | **Thu 4/4/24** | **Wed 8/21/24** |
| 17 | 4A - Initial Project Selection | 10 days | Thu 4/4/24 | Wed 4/17/24 |
| 18 | 4B - Modeling Alternatives Analysis | 60 days | Thu 4/18/24 | Wed 7/10/24 |
| 19 | 4C - Secondary Drainage System | 5 days | Thu 7/11/24 | Wed 7/17/24 |
| 20 | 4D - Alternative Analysis Deliverable | 5 days | Thu 7/18/24 | Wed 7/24/24 |
| 21 | County Review | 20 days | Thu 7/25/24 | Wed 8/21/24 |
| 22 | **5 - Benefit-Cost Analysis** | 55 days | **Thu 8/22/24** | **Wed 11/6/24** |
| 23 | 5A - Preliminary Layouts (3) | 5 days | Thu 8/22/24 | Wed 8/28/24 |
| 24 | 5B - Preliminary Opinions of Probable Constuction Cost | 10 days | Thu 8/29/24 | Wed 9/11/24 |
| 25 | 5C - Decision Support Matrix | 15 days | Thu 9/12/24 | Wed 10/2/24 |
| 26 | 5D - Benefit-Cost Analysis Deliverable | 5 days | Thu 10/3/24 | Wed 10/9/24 |
| 27 | County Review | 20 days | Thu 10/10/24 | Wed 11/6/24 |
| 28 | **6. Final Report and Recommendation** | 70 days | **Thu 11/7/24** | **Wed 2/12/25** |
| 29 | Draft Report and Deliverables | 20 days | Thu 11/7/24 | Wed 12/4/24 |
| 30 | County Review | 20 days | Thu 12/5/24 | Wed 1/1/25 |
| 31 | Final Report and Deliverables | 30 days | Thu 1/2/25 | Wed 2/12/25 |
| 32 | **Project Close-out** | 1 day | **Thu 2/13/25** | **Thu 2/13/25** |




Geosyntec consultants

Task | Summary | Project Summary | Manual Summary Rollup | Manual Summary

**Exhibit "B"**
**Pricing Schedule**

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: **Geosyntec Consultants, Inc.**

DATED: August 31, 2022

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| Designer | $148.00 |
| Engineer 1 | $185.00 |
| Engineer 2 | $208.00 |
| Engineering Intern | $140.00 |
| Engineering Technician | $82.00 |
| GIS Specialist | $122.00 |
| Principal Engineer | $275.00 |
| Secretary/Clerical | $60.00 |
| Senior Designer | $178.00 |
| Senior Engineer 1 | $235.00 |
| Senior Engineer 2 | $255.00 |
| Senior Engineering Technician | $98.00 |
| ***Proposed Job Classification** | |
| n/a | |
| Special Consultant Multiplier Factor (%) | 0% |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: Geosyntec Consultants, Inc.

SUBCONSULTANT NAME: **GEC, Inc.**

DATED: August 31, 2022

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| Chief Scientist | $193.34 |
| Contract Coordinator | $166.48 |
| MAT Chief Engineer | $292.43 |
| MAT Engineer | $169.45 |
| MAT Engineer Intern | $118.64 |
| MAT Engineering Technician | $81.59 |
| MAT GIS Specialist | $68.54 |
| MAT Principal Engineer | $327.19 |
| MAT Secretary/Clerical | $74.25 |
| MAT Senior Engineer | $237.21 |
| MAT Senior Engineering Technician | $115.18 |
| Scientist | $75.33 |
| Senior Scientist | $108.16 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| n/a | |
| Special Consultant Multiplier Factor (%) | Not Applicable |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: Geosyntec Consultants, Inc.

SUBCONSULTANT NAME: **ECHO UES, Inc.**

DATED: August 31, 2022

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| Senior Utility Coordinator | $ 142.62 |
| SUR Chief Surveyor | $ 223.29 |
| SUR Project Surveyor | $ 169.95 |
| SUR Secretary/Clerical | $ 108.30 |
| SUR SUE Technician 1 (Entry) | $ 52.44 |
| SUR SUE Technician 2 (Junior) | $ 64.62 |
| SUR SUE Technician 3 (Senior) | $ 105.24 |
| SUR Survey Technician 1 (Entry) | $ 58.29 |
| SUR Survey Technician 2 (Junior) | $ 62.25 |
| SUR Survey Technician 3 (Senior) | $ 104.52 |
| SUR Survey/GIS/SUE Analyst 3 (Senior) | $ 111.96 |
| Transportation Data Scientist | $ 266.82 |
| Utility Coordinator | $ 84.00 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| n/a | |
| Special Consultant Multiplier Factor (%) | Not Applicable |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

APPENDIX B
COMPENSATION SCHEDULE
FOR
**RFP 22-012-LD**
**Professional Services for Water Quality and Drainage Studies**
BETWEEN
**THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL**
AND

COSULTANT NAME: Geosyntec Consultants, Inc.

SUBCONSULTANT NAME: **Modica & Associates**

DATED: August 26, 2022

| Job Class | Loaded Hourly Rate/ Billable Hourly Rate |
|---|---|
| GIS Specialist | $ 100.00 |
| Scientist | $ 100.00 |
| Senior Environmental Specialist | $ 130.00 |
| Senior Scientist | $ 130.00 |
| ***Proposed Job Classification** | **Loaded Hourly Rate** |
| n/a | |
| Special Consultant Multiplier Factor (%) | Not Applicable |
| **Reimbursable Expenses** | |
| Out-of-town mileage | current IRS established mileage allowance |
| Transportation: tolls, parking, etc. | Actual cost |
| Other: Printing, communication, postage | Actual cost |
| **Reimbursable Expenses must have prior approval by the County. | |

# ATTACHMENT A

# PROJECT BUDGETARY ESTIMATE

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Lake Placid / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Meetings and Administration** | | | | | | | | | | | | | | |
| | Project Kickoff Meeting | 1 | | 2 | | | | | | | | | 2 | $ 865 | 5 |
| | Progress Meetings (assume ~18) | 6 | | 10 | | | | | | | | | 4 | $ 4,240 | 20 |
| | Project Management | 6 | | 12 | | | | | | | | | 10 | $ 5,070 | 28 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 13 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | | 53 |
| | **Subtotal (Dollars)** | $3,575 | $0 | $5,640 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $960 | $ 10,175 | |
| **2** | **Data Collection and Documentation** | | | | | | | | | | | | | | 0 |
| **A** | **Initial Data Collection and Desktop Review** | | | | | | | | | | | | | | 0 |
| | 1. The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, topographic data, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available. | | | 2 | | 5 | | | 15 | 20 | | | | $ 5,935 | 42 |
| | 2. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3. | 1 | | 5 | | 10 | | | 20 | 24 | | | | $ 9,028 | 60 |
| | 3. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow. | 1 | | 4 | | 5 | | | 30 | 15 | | | | $ 8,170 | 55 |
| | 4. The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins for County review. | | | 6 | | | | | 12 | | | | | $ 3,090 | 18 |
| | 5. Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale. | 1 | | 4 | | 6 | | | | | | | | $ 2,325 | 11 |
| **B** | Field Visit | | | 2 | | 6 | | | 20 | | 64 | | | $ 10,652 | 92 |
| | Field Expenses: Specialty Field Truck, Travel, Meals, Lodging | | | | | | | | | | | | | $ 2,640 | 0 |
| **C** | Coordination with Surveyor | 1 | | 2 | | 5 | | | 10 | | | | | $ 3,070 | 18 |
| **D** | Desktop Environmental Review - Modica & Associates | | | | | | | | | | | | | $ - | 0 |
| **E** | Data Collection Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 5 | 0 | 30 | 0 | 40 | 0 | 0 | 107 | 59 | 64 | 0 | 1 | | 306 |
| | **Subtotal (Dollars)** | $1,375 | $0 | $7,050 | $0 | $7,400 | $0 | $0 | $14,980 | $7,198 | $6,272 | $0 | $60 | $ 46,975 | |

**Water Quality and Drainage Study**
**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Lake Placid / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3** | **Existing Conditions Analysis** | | | | | | | | | | | | | | 0 |
| **A** | Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model | | | | | | | | | | | | | $ - | 0 |
| | Refine basins | 1 | | | | 2 | | | 5 | | | | | $ 1,345 | 8 |
| | Nodes, Links | 1 | | | | 2 | | | 5 | | | | | $ 1,345 | 8 |
| | Landuse review | | | 1 | | 2 | | | 3 | | | | | $ 1,025 | 6 |
| | CN | 1 | | 1 | | 5 | | | 10 | | | | | $ 2,835 | 17 |
| | TC | | | 1 | | 5 | | | 10 | | | | | $ 2,560 | 16 |
| | General Hydrology | 1 | | 1 | | 2 | | | 3 | | | | | $ 1,300 | 7 |
| | Pipes | | | 1 | | 5 | | | 10 | | | | | $ 2,560 | 16 |
| | Other structures | | | 1 | | 2 | | | 3 | | | | | $ 1,025 | 6 |
| | Overland Weirs | | | 1 | | 2 | | | 10 | | | | | $ 2,005 | 13 |
| | Channels | 1 | | 1 | | 2 | | | 2 | | | | | $ 1,160 | 6 |
| | Stage area | | | 1 | | 5 | | | 5 | | | | | $ 1,860 | 11 |
| | Initial Conditions | 1 | | 1 | | 5 | | | 8 | | | | | $ 2,555 | 15 |
| | QC/troubleshooting | 5 | | 5 | | 5 | | | 3 | | | | | $ 3,895 | 18 |
| | Build Scenarios | 1 | | 5 | | 5 | | | 3 | | | | | $ 2,795 | 14 |
| | 2. Once calibration is complete, the Consultant will create level pool floodplain maps for the three design storm events. Floodplains for three design storm events (2.33-year, 25-year, 100-year) will all be included in one exhibit. | 2 | | 5 | | 10 | | | | | | | | $ 3,575 | 17 |
| **B** | Existing Conditions H&H Model Calibration/Verification | 2 | | 8 | | 16 | | | 54 | | | | | $ 12,950 | 80 |
| | 1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service. | | | | | | | | | | | | | $ - | 0 |
| **C** | Existing Conditions Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | **Subtotal (Hours)** | 17 | 0 | 38 | 0 | 78 | 0 | 0 | 134 | 0 | 0 | 0 | 1 | | 0<br>268 |
| | **Subtotal (Dollars)** | $4,675 | $0 | $8,930 | $0 | $14,430 | $0 | $0 | $18,760 | $0 | $0 | $0 | $60 | $ 46,855 | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Lake Placid / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4** | **ALTERNATIVES ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Initial Project Selection | | | | | | | | | | | | | $ - | 0 |
| | 1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project locations for proposed projects. | 1 | | 4 | | 8 | | | 24 | | | | | $ 6,055 | 37 |
| | 2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. | 2 | | 3 | | | | | 5 | | | | | $ 1,955 | 10 |
| **B** | Modeling Alternatives Analysis | | | | | | | | | | | | | $ - | 0 |
| | 1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document. | 2 | | 8 | | 24 | | | 32 | | | | | $ 11,350 | 66 |
| | 2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area. | | | 8 | | | | | | | 16 | | | $ 3,448 | 24 |
| | 3. The Consultant will model the three (3) selected alternatives for each study area in both the existing condition models. | 2 | | 5 | | 10 | | | 30 | | | | | $ 7,775 | 47 |
| | 4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas. | | | 2 | | | | | | 8 | | | | $ 1,446 | 10 |
| **C** | Secondary Drainage System | | | 2 | | | | | 12 | | | | | $ 2,150 | 14 |
| | It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects. | | | | | | | | | | | | | $ - | 0 |
| **D** | Alternative Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 8 | 0 | 37 | 0 | 45 | 0 | 0 | 103 | 8 | 16 | 0 | 1 | | 218 |
| | **Subtotal (Dollars)** | $2,200 | $0 | $8,695 | $0 | $8,325 | $0 | $0 | $14,420 | $976 | $1,568 | $0 | $60 | $ 36,244 | |

**Water Quality and Drainage Study**
**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Lake Placid / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5** | **BENEFIT-COST ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Preliminary Layouts (3) | 1 | | | | 4 | | | 12 | 8 | | | | $ 3,671 | 25 |
| **B** | Preliminary Opinions of Probable Constuction Cost | | | 2 | | 6 | | | 12 | | | | | $ 3,260 | 20 |
| **C** | Decision Support Matrix | | | | | | | | | | | | | $ - | 0 |
| | 1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered. | | | 2 | | 8 | | | 16 | | | | | $ 4,190 | 26 |
| | 2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County. | 2 | | 3 | | 5 | | | 8 | | | | | $ 3,300 | 18 |
| **D** | Benefit-Cost Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 4 | 0 | 12 | 0 | 26 | 0 | 0 | 48 | 8 | 0 | 0 | 1 | | 99 |
| | **Subtotal (Dollars)** | $1,100 | $0 | $2,820 | $0 | $4,810 | $0 | $0 | $6,720 | $976 | $0 | $0 | $60 | $ 16,486 | |
| **6** | **FINAL REPORT AND RECOMMENDATION** | | | | | | | | | | | | | | 0 |
| | 1. Based on the final weighted matrix, the Consultant will recommend an alternative per area. | 2 | | 5 | | | | | | | | | | $ 1,725 | 7 |
| | 2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application. | 4 | | 10 | | 30 | | | 40 | | | | | $ 14,600 | 84 |
| | 3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County. | 1 | | 5 | | 10 | | | 15 | | | | | $ 5,400 | 31 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 7 | 0 | 20 | 0 | 40 | 0 | 0 | 55 | 0 | 0 | 0 | 0 | | 122 |
| | **Subtotal (Dollars)** | $1,925 | $0 | $4,700 | $0 | $7,400 | $0 | $0 | $7,700 | $0 | $0 | $0 | $0 | $ 21,725 | |
| | | | | | | | | | | | | | | $ 178,460 | 0 |

| Subconsultant Services | | Markup | |
|---|---|---|---|
| **Task 2 Survey Services** | $0 | 10% | $0 |
| **Task 2D Desktop Environmental Review - Modica & Associates** | $7,480 | 10% | $8,228 |
| **Total Fee** | **$ 186,688** | | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Country Estates / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Meetings and Administration** | | | | | | | | | | | | | | |
| | Project Kickoff Meeting | 1 | | 2 | | | | | | | | | 2 | $ 865 | 5 |
| | Progress Meetings (assume ~18) | 6 | | 10 | | | | | | | | | 4 | $ 4,240 | 20 |
| | Project Management | 6 | | 12 | | | | | | | | | 10 | $ 5,070 | 28 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 13 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | | 53 |
| | **Subtotal (Dollars)** | $3,575 | $0 | $5,640 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $960 | $ 10,175 | |
| **2** | **Data Collection and Documentation** | | | | | | | | | | | | | | 0 |
| **A** | **Initial Data Collection and Desktop Review** | | | | | | | | | | | | | | 0 |
| | 1. The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, topographic data, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available. | | | 2 | | 5 | | | 15 | 20 | | | | $ 5,935 | 42 |
| | 2. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3. | 1 | | 5 | | 10 | | | 20 | 24 | | | | $ 9,028 | 60 |
| | 3. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow. | 1 | | 4 | | 5 | | | 30 | 15 | | | | $ 8,170 | 55 |
| | 4. The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins for County review. | | | 6 | | | | | 12 | | | | | $ 3,090 | 18 |
| | 5. Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale. | 1 | | 4 | | 6 | | | | | | | | $ 2,325 | 11 |
| **B** | Field Visit | | | 2 | | 6 | | | 20 | | 64 | | | $ 10,652 | 92 |
| | Field Expenses: Specialty Field Truck, Travel, Meals, Lodging | | | | | | | | | | | | | $ 2,640 | 0 |
| **C** | Coordination with Surveyor | 2 | | 6 | | | | | 10 | | | | | $ 3,360 | 18 |
| **D** | Desktop Environmental Review - Modica & Associates | | | | | | | | | | | | | $ - | 0 |
| **E** | Data Collection Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 6 | 0 | 34 | 0 | 35 | 0 | 0 | 107 | 59 | 64 | 0 | 1 | | 306 |
| | **Subtotal (Dollars)** | $1,650 | $0 | $7,990 | $0 | $6,475 | $0 | $0 | $14,980 | $7,198 | $6,272 | $0 | $60 | $ 47,265 | |

**Water Quality and Drainage Study**
**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Country Estates / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3** | **Existing Conditions Analysis** | | | | | | | | | | | | | | 0 |
| **A** | Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model | | | | | | | | | | | | | $ - | 0 |
| | Refine basins | 1 | | | | 2 | | | 5 | | | | | $ 1,345 | 8 |
| | Nodes, Links | 1 | | | | 2 | | | 5 | | | | | $ 1,345 | 8 |
| | Landuse review | | | 1 | | 2 | | | 3 | | | | | $ 1,025 | 6 |
| | CN | 1 | | 1 | | 5 | | | 10 | | | | | $ 2,835 | 17 |
| | TC | | | 1 | | 5 | | | 10 | | | | | $ 2,560 | 16 |
| | General Hydrology | 1 | | 1 | | 2 | | | 3 | | | | | $ 1,300 | 7 |
| | Pipes | | | 1 | | 5 | | | 10 | | | | | $ 2,560 | 16 |
| | Other structures | | | 1 | | 2 | | | 3 | | | | | $ 1,025 | 6 |
| | Overland Weirs | | | 1 | | 2 | | | 10 | | | | | $ 2,005 | 13 |
| | Channels | 1 | | 1 | | 2 | | | 2 | | | | | $ 1,160 | 6 |
| | Stage area | | | 1 | | 5 | | | 5 | | | | | $ 1,860 | 11 |
| | Initial Conditions | 1 | | 1 | | 5 | | | 10 | | | | | $ 2,835 | 17 |
| | QC/troubleshooting | 5 | | 5 | | 5 | | | 3 | | | | | $ 3,895 | 18 |
| | Build Scenarios | 1 | | 5 | | 5 | | | 3 | | | | | $ 2,795 | 14 |
| | 2. Once calibration is complete, the Consultant will create level pool floodplain maps for the three design storm events. Floodplains for three design storm events (2.33-year, 25-year, 100-year) will all be included in one exhibit. | 2 | | 5 | | 10 | | | | | | | | $ 3,575 | 17 |
| **B** | Existing Conditions H&H Model Calibration/Verification | 2 | | 8 | | 16 | | | 54 | | | | | $ 12,950 | 80 |
| | 1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service. | | | | | | | | | | | | | $ - | 0 |
| **C** | Existing Conditions Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | **Subtotal (Hours)** | 17 | 0 | 38 | 0 | 78 | 0 | 0 | 136 | 0 | 0 | 0 | 1 | | 0<br>270 |
| | **Subtotal (Dollars)** | $4,675 | $0 | $8,930 | $0 | $14,430 | $0 | $0 | $19,040 | $0 | $0 | $0 | $60 | $ 47,135 | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Country Estates / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4** | **ALTERNATIVES ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Initial Project Selection | | | | | | | | | | | | | $ - | 0 |
| | 1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project locations for proposed projects. | 1 | | 4 | | 8 | | | 24 | | | | | $ 6,055 | 37 |
| | 2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. | 2 | | 3 | | | | | 5 | | | | | $ 1,955 | 10 |
| **B** | Modeling Alternatives Analysis | | | | | | | | | | | | | $ - | 0 |
| | 1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document. | 2 | | 8 | | 25 | | | 35 | | | | | $ 11,955 | 70 |
| | 2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area. | | | 8 | | | | | | | 16 | | | $ 3,448 | 24 |
| | 3. The Consultant will model the three (3) selected alternatives for each study area in both the existing condition models. | 2 | | 5 | | 10 | | | 30 | | | | | $ 7,775 | 47 |
| | 4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas. | | | 2 | | | | | | 8 | | | | $ 1,446 | 10 |
| **C** | Secondary Drainage System | | | 2 | | | | | 14 | | | | | $ 2,430 | 16 |
| | It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects. | | | | | | | | | | | | | $ - | 0 |
| **D** | Alternative Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 8 | 0 | 37 | 0 | 46 | 0 | 0 | 108 | 8 | 16 | 0 | 1 | | 224 |
| | **Subtotal (Dollars)** | $2,200 | $0 | $8,695 | $0 | $8,510 | $0 | $0 | $15,120 | $976 | $1,568 | $0 | $60 | $ 37,129 | |
| **5** | **BENEFIT-COST ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Preliminary Layouts (3) | 1 | | | | 4 | | | 12 | 8 | | | | $ 3,671 | 25 |
| **B** | Preliminary Opinions of Probable Constuction Cost | | | 2 | | 6 | | | 12 | | | | | $ 3,260 | 20 |
| **C** | Decision Support Matrix | | | | | | | | | | | | | $ - | 0 |
| | 1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered. | | | 2 | | 8 | | | 16 | | | | | $ 4,190 | 26 |
| | 2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County. | 2 | | 3 | | 5 | | | 8 | | | | | $ 3,300 | 18 |
| **D** | Benefit-Cost Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 4 | 0 | 12 | 0 | 26 | 0 | 0 | 48 | 8 | 0 | 0 | 1 | | 99 |
| | **Subtotal (Dollars)** | $1,100 | $0 | $2,820 | $0 | $4,810 | $0 | $0 | $6,720 | $976 | $0 | $0 | $60 | $ 16,486 | |

**Water Quality and Drainage Study**
**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Country Estates / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | **FINAL REPORT AND RECOMMENDATION** | | | | | | | | | | | | | | 0 |
| | 1. Based on the final weighted matrix, the Consultant will recommend an alternative per area. | 2 | | 5 | | | | | | | | | | $ 1,725 | 7 |
| | 2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application. | 4 | | 10 | | 30 | | | 40 | | | | | $ 14,600 | 84 |
| | 3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County. | 1 | | 5 | | 10 | | | 15 | | | | | $ 5,400 | 31 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 7 | 0 | 20 | 0 | 40 | 0 | 0 | 55 | 0 | 0 | 0 | 0 | | 122 |
| | **Subtotal (Dollars)** | $1,925 | $0 | $4,700 | $0 | $7,400 | $0 | $0 | $7,700 | $0 | $0 | $0 | $0 | $ 21,725 | |
| | | | | | | | | | | | | | | $ 179,915 | 0 |

| Subconsultant Services | | Markup | |
|---|---|---|---|
| **Task 2 Survey Services** | $0 | 10% | $0 |
| **Task 2D Desktop Environmental Review - Modica & Associates** | $7,480 | 10% | $8,228 |
| **Total Fee** | **$ 188,143** | | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Falls Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **Project Meetings and Administration** | | | | | | | | | | | | | | |
| | Project Kickoff Meeting | 1 | | 2 | | | | | | | | | 2 | $ 865 | 5 |
| | Progress Meetings (assume ~18) | 6 | | 10 | | | | | | | | | 4 | $ 4,240 | 20 |
| | Project Management | 5 | | 8 | | | | | | | | | 10 | $ 3,855 | 23 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 12 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | | 48 |
| | **Subtotal (Dollars)** | $3,300 | $0 | $4,700 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $960 | $ 8,960 | |
| **2** | **Data Collection and Documentation** | | | | | | | | | | | | | | 0 |
| **A** | **Initial Data Collection and Desktop Review** | | | | | | | | | | | | | | 0 |
| | 1. The Consultant will coordinate with the County and Southwest Florida Water Management District ("SWFWMD") to identify and obtain available data concerning the existing drainage/stormwater management systems within the three study areas. This data will include existing reports/studies, the draft ICPR4 models prepared by Geosyntec in some of the areas, roadway drainage plans, topographic data, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available. | | | 2 | | 5 | | | 13 | 14 | | | | $ 4,923 | 34 |
| | 2. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will be based on both defining existing conditions and the scale needed to capture the improvements discussed in the project kick-off meeting. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Task 3. | 1 | | 5 | | 8 | | | 16 | 20 | | | | $ 7,610 | 50 |
| | 3. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow. | 1 | | 4 | | 5 | | | 24 | 12 | | | | $ 6,964 | 46 |
| | 4. The Consultant will prepare a Data Gaps Map which summarizes the nature and location of data gaps. The map will illustrate the areas where additional data needs to be obtained and will include preliminary basins for County review. | | | 4 | | | | | 10 | | | | | $ 2,340 | 14 |
| | 5. Upon completion of the Data Gaps Map, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale. | 1 | | 4 | | 5 | | | | | | | | $ 2,140 | 10 |
| **B** | Field Visit | | | 2 | | 4 | | | 20 | | 30 | | | $ 6,950 | 56 |
| | Field Expenses: Specialty Field Truck, Travel, Meals, Lodging | | | | | | | | | | | | | $ 2,200 | 0 |
| **C** | Coordination with Surveyor | 2 | | 5 | | | | | 8 | | | | | $ 2,845 | 15 |
| **D** | Desktop Environmental Review - Modica & Associates | | | | | | | | | | | | | $ - | 0 |
| **E** | Data Collection Deliverable | 1 | | 4 | | 3 | | | | | | | 1 | $ 1,830 | 9 |
| | | | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 6 | 0 | 30 | 0 | 30 | 0 | 0 | 91 | 46 | 30 | 0 | 1 | | 234 |
| | **Subtotal (Dollars)** | $1,650 | $0 | $7,050 | $0 | $5,550 | $0 | $0 | $12,740 | $5,612 | $2,940 | $0 | $60 | $ 37,802 | |

**Water Quality and Drainage Study**
**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Falls Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3** | **Existing Conditions Analysis** | | | | | | | | | | | | | | 0 |
| **A** | Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model | | | | | | | | | | | | | $ - | 0 |
| | Refine basins | 1 | | | | 2 | | | 4 | | | | | $ 1,205 | 7 |
| | Nodes, Links | 1 | | | | 2 | | | 4 | | | | | $ 1,205 | 7 |
| | Landuse review | | | 1 | | 2 | | | 2 | | | | | $ 885 | 5 |
| | CN | 1 | | 1 | | 5 | | | 6 | | | | | $ 2,275 | 13 |
| | TC | | | 1 | | 5 | | | 6 | | | | | $ 2,000 | 12 |
| | General Hydrology | 1 | | 1 | | 2 | | | 2 | | | | | $ 1,160 | 6 |
| | Pipes | | | 1 | | 5 | | | 8 | | | | | $ 2,280 | 14 |
| | Other structures | | | 1 | | 2 | | | 2 | | | | | $ 885 | 5 |
| | Overland Weirs | | | 1 | | 2 | | | 6 | | | | | $ 1,445 | 9 |
| | Channels | | | 1 | | 2 | | | 2 | | | | | $ 885 | 5 |
| | Stage area | | | 1 | | 5 | | | 4 | | | | | $ 1,720 | 10 |
| | Initial Conditions | 1 | | 1 | | 5 | | | 3 | | | | | $ 1,855 | 10 |
| | QC/troubleshooting | 5 | | 5 | | 5 | | | 2 | | | | | $ 3,755 | 17 |
| | Build Scenarios | 1 | | 5 | | 5 | | | 2 | | | | | $ 2,655 | 13 |
| | 2. Once calibration is complete, the Consultant will create level pool floodplain maps for the three design storm events. Floodplains for three design storm events (2.33-year, 25-year, 100-year) will all be included in one exhibit. | 2 | | 5 | | 8 | | | | | | | | $ 3,205 | 15 |
| **B** | Existing Conditions H&H Model Calibration/Verification | 2 | | 8 | | 16 | | | 54 | | | | | $ 12,950 | 80 |
| | 1. The Consultant will model a calibration event to simulate in the existing conditions model. It is anticipated Hurricane Ian will be used as the calibration event. The Consultant will utilize NEXRAD data for a chosen event to simulate the calibration event rainfall. The Consultant will review the calibration model results to available flood stage data or observational information from the calibration event. The Consultant may refine the model based on this review for up to a total of 80 hours of effort per study area. If additional effort is required to calibrate the model, it can be done as an additional service. | | | | | | | | | | | | | $ - | 0 |
| **C** | Existing Conditions Deliverable | 1 | | 4 | | 3 | | | | | | | 1 | $ 1,830 | 9 |
| | **Subtotal (Hours)** | 16 | 0 | 37 | 0 | 76 | 0 | 0 | 107 | 0 | 0 | 0 | 1 | | 0<br>237 |
| | **Subtotal (Dollars)** | $4,400 | $0 | $8,695 | $0 | $14,060 | $0 | $0 | $14,980 | $0 | $0 | $0 | $60 | $ 42,195 | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Falls / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4** | **ALTERNATIVES ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Initial Project Selection | | | | | | | | | | | | | $ - | 0 |
| | 1. Based on the results from Task 3, the Consultant will identify areas for potential projects. Once basins are identified, the Consultant will review those areas for open land or other potential project locations for proposed projects. | 1 | | 2 | | 4 | | | 16 | | | | | $ 3,725 | 23 |
| | 2. The Consultant will meet with the County to review locations of potential projects and choose areas and/or types or projects to focus on for the alternatives analysis. | 2 | | 3 | | | | | 5 | | | | | $ 1,955 | 10 |
| **B** | Modeling Alternatives Analysis | | | | | | | | | | | | | $ - | 0 |
| | 1. Utilizing the existing conditions model, the Consultant will run up to ten (10) iterative model runs for each study area to better understand the model behavior under various scenarios (i.e. these model runs may include such items as upsizing a pipe, adding improved conveyance, adding storage, and variations of these improvements). The purpose of this will be to attempt to identify restrictions and the results of revisions to specific model elements to better understand the effects of specific model changes. This will be used to inform the Consultant when selecting alternatives to be modeled. A brief document will be generated from these model iterations that summarizes the main findings of this analysis. Specific results of each of the iterations will not be included in the document. | 2 | | 8 | | 20 | | | 30 | | | | | $ 10,330 | 60 |
| | 2. Based on the iterative model findings, the initial project selection, and in coordination with the County, the Consultant and the County will select up to three alternatives to be modeled for each study area. | | | 8 | | | | | | | 16 | | | $ 3,448 | 24 |
| | 3. The Consultant will model the three (3) selected alternatives for each study area in both the existing condition models. | 2 | | 5 | | 10 | | | 30 | | | | | $ 7,775 | 47 |
| | 4. The Consultant will map the level pool floodplains and include the differences of each modeled node in a table for each alternative for each of the study areas. | | | 2 | | | | | | 8 | | | | $ 1,446 | 10 |
| **C** | Secondary Drainage System | | | 2 | | | | | 12 | | | | | $ 2,150 | 14 |
| | It is possible that after an alternatives analysis is complete, based on model results, it is determined that flooding is likely due to local scale issues. To help address this, the Consultant will determine the size of the downstream pipe serving each basin. The Consultant will create a map that shows these pipe sizes and the equivalent ditch size. This information can then be used as a basis for driveway culvert and/or swale sizing for future projects. | | | | | | | | | | | | | $ - | 0 |
| **D** | Alternative Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | | 0 |
| | **Subtotal (Hours)** | 8 | 0 | 35 | 0 | 37 | 0 | 0 | 93 | 8 | 16 | 0 | 1 | | 198 |
| | **Subtotal (Dollars)** | $2,200 | $0 | $8,225 | $0 | $6,845 | $0 | $0 | $13,020 | $976 | $1,568 | $0 | $60 | $ 32,894 | |

**Water Quality and Drainage Study**

**RFP 22-012-LD Professional Services for Water Quality and Drainage Studies**

| Task # / Subtask ID | Sebring Falls / Geosyntec Task Name / Subtask Name/Description | Principal Engineer $275 | Senior Engineer 2 $255 | Senior Engineer 1 $235 | Engineer 2 $208 | Engineer 1 $185 | Senior Designer $178 | Designer $148 | Engineering Intern $140 | GIS Specialist $122 | Senior Engineering Technician $98 | Engineering Technician $82 | Secretary/Clerical $60 | *Fee* | *Total Hours* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5** | **BENEFIT-COST ANALYSIS** | | | | | | | | | | | | | | 0 |
| **A** | Preliminary Layouts (3) | 1 | | | | 4 | | | 12 | 8 | | | | $ 3,671 | 25 |
| **B** | Preliminary Opinions of Probable Constuction Cost | | | 2 | | 2 | | | 12 | | | | | $ 2,520 | 16 |
| **C** | Decision Support Matrix | | | | | | | | | | | | | $ - | 0 |
| | 1. The Consultant will prepare a benefit-cost analysis for each alternative. The benefits will be based on the overall drainage improvements (level of service improvement) and improved water quality based on the BMP analysis. The cost will be based on the prepared cost estimate for each alternative. Secondary drainage system improvements will be considered. | | | 2 | | 8 | | | 16 | | | | | $ 4,190 | 26 |
| | 2. The Consultant will prepare a decision support matrix that compares the benefits and anticipated cost of each alternative as well as maintenance. The Consultant will meet with the County to review the matrix and weight each identified category as directed by the County. | 2 | | 3 | | 8 | | | 5 | | | | | $ 3,435 | 18 |
| **D** | Benefit-Cost Analysis Deliverable | 1 | | 5 | | 3 | | | | | | | 1 | $ 2,065 | 10 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 4 | 0 | 12 | 0 | 25 | 0 | 0 | 45 | 8 | 0 | 0 | 1 | | 95 |
| | **Subtotal (Dollars)** | $1,100 | $0 | $2,820 | $0 | $4,625 | $0 | $0 | $6,300 | $976 | $0 | $0 | $60 | $ 15,881 | |
| **6** | **FINAL REPORT AND RECOMMENDATION** | | | | | | | | | | | | | | 0 |
| | 1. Based on the final weighted matrix, the Consultant will recommend an alternative per area. | 2 | | 5 | | | | | | | | | | $ 1,725 | 7 |
| | 2. The Consultant will create a report describing the analysis used to determine the final recommended alternative. The report will include a brief discussion of model development, and the preliminary layouts, opinions of probable costs, and decision support matrix prepared under Task 5. The report will be developed for use as supporting documentation for the SRF application. | 4 | | 10 | | 30 | | | 40 | | | | | $ 14,600 | 84 |
| | 3. The Consultant will submit a draft version of the report to the County for review. The Consultant will address County comments and prepare a final report for submittal to the County. | 1 | | 5 | | 10 | | | 15 | | | | | $ 5,400 | 31 |
| | | | | | | | | | | | | | | $ - | 0 |
| | | | | | | | | | | | | | | $ - | 0 |
| | **Subtotal (Hours)** | 7 | 0 | 20 | 0 | 40 | 0 | 0 | 55 | 0 | 0 | 0 | 0 | | 122 |
| | **Subtotal (Dollars)** | $1,925 | $0 | $4,700 | $0 | $7,400 | $0 | $0 | $7,700 | $0 | $0 | $0 | $0 | $ 21,725 | |
| | | | | | | | | | | | | | | $ 159,457 | 0 |

| Subconsultant Services | | Markup | |
|---|---|---|---|
| **Task 2 Survey Services** | $0 | 10% | $0 |
| **Task 2D Desktop Environmental Review - Modica & Associates** | $7,480 | 10% | $8,228 |
| **Total Fee** | **$ 167,685** | | |

RESOLUTION NO. 21-22-98

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE CLEAN WATER STATE REVOLVING FUNDN PLANNING LOAN AGREEMENT NO: SW280230; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the County has determined that it is necessary for it to conduct a drainage study in targeted areas of the County in order to identify opportunities for improements in water quality and flood control in Highlands County; and

**WHEREAS**, on November 16, 2021, the County approved submission of an application to the Florida Department of Environmental Protection for a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan; and

**WHEREAS**, Highlands County was awarded a loan to conduct the necessary drainage study and is able to make the required loan payments through use of infrastructure sales surtax revenues; and

**WHEREAS**, the County has determined that it is in the best interest of the health, safety and welfare of the public to accept the loan.

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

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

**SECTION 2.** **Approval of Agreement and Authorization to Execute.**

A. The Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement No. SW280230, attached hereto as **Exhibit "A"** (Agreement), is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

B. To the extent future amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been

approved by the County Attorney and County Administrator, the Chairperson or a designee thereof is hereby authorized to execute such amendments to the Agreement on behalf of the County without further action by the Board of County Commissioners.

C. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any amendment executed pursuant to this Resolution. Failure of the County Administrator to notify the Board of County Commissioners related to any such amendment shall not in any way invalidate the same.

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

**SECTION 4.** **Savings Clause.** All prior actions of Highlands County pertaining to the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement No. SW280230, 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.

*Signatures on Following Page*

PASSED AND ADOPTED this 5th day of April, 2022.

HIGHLANDS COUNTY, FLORIDA

SEAL

By: Kathleen G. Rapp
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**Exhibit "A"**
Florida Water Pollution Control Financing Corporation
Clean Water State Revolving Fund Planning
Loan Agreement No. SW280230



CERTIFIED
TO BE A TRUE COPY
JEROME KASZUBOWSKI, CLERK
BY _____ D.C.

**FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION**

**AND**

**HIGHLANDS COUNTY, FLORIDA**

# CLEAN WATER STATE REVOLVING FUND
# PLANNING LOAN AGREEMENT
# SW280230

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT

CONTENTS PAGE


ARTICLE I - DEFINITIONS 2
1.01. WORDS AND TERMS. 2
1.02. CORRELATIVE WORDS. 5

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS 5
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. 5
2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS. 7
2.03. LEGAL AUTHORIZATION. 13
2.04. AUDIT AND MONITORING REQUIREMENTS. 13

ARTICLE III - LOAN REPAYMENT ACCOUNT 16
3.01. LOAN DEBT SERVICE ACCOUNT. 16
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS. 16
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS. 16
3.04. ASSETS HELD IN TRUST. 16

ARTICLE IV - PROJECT INFORMATION 17
4.01. RESERVED. 17
4.02. CLOSE-OUT. 17
4.03. LOAN DISBURSEMENTS. 17

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM 18
5.01. RATE COVERAGE. 18
5.02. NO FREE SERVICE. 18
5.03. RESERVED. 18
5.04. NO COMPETING SERVICE. 18
5.05. MAINTENANCE OF THE UTILITY SYSTEM. 18
5.06. ADDITIONS AND MODIFICATIONS. 18
5.07. COLLECTION OF REVENUES. 18

ARTICLE VI - DEFAULTS AND REMEDIES 18
6.01. EVENTS OF DEFAULT. 18
6.02. REMEDIES. 19
6.03. DELAY AND WAIVER. 20

ARTICLE VII - THE PLEDGED REVENUES 21
7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION . 21
7.02. ADDITIONAL DEBT OBLIGATIONS. 21

ARTICLE VIII - GENERAL PROVISIONS 21
8.01. DISCHARGE OF OBLIGATIONS. 21
8.02. PROJECT RECORDS AND STATEMENTS. 22
8.03. ACCESS TO PROJECT SITE. 22
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. 22

CONTENTS PAGE

8.05. AMENDMENT OF AGREEMENT. 22
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION. 22
8.07. SEVERABILITY CLAUSE. 23
8.08. USE AS MATCHING FUNDS. 23
8.09. PUBLIC RECORDS ACCESS. 23
8.10. SCRUTINIZED COMPANIES. 24
8.11. SUSPENSION. 24

ARTICLE IX - RESERVED 25

ARTICLE X - DETAILS OF FINANCING 25
10.01. PRINCPAL AMOUNT OF LOAN. 25
10.02. LOAN SERVICE FEE. 25
10.03. FINANCING RATE. 25
10.04. LOAN TERM. 26
10.05. REPAYMENT SCHEDULE. 26
10.06. PROJECT COSTS. 26
10.07. SCHEDULE. 27
10.08. SPECIAL CONDITIONS. 27

ARTICLE XI - EXECUTION OF AGREEMENT 28

**CLEAN WATER STATE REVOLVING FUND**

**PLANNING LOAN AGREEMENT**

**SW280230**

THIS AGREEMENT is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and HIGHLANDS COUNTY, FLORIDA (the "Local Borrower"), existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as "Parties" or individually as "Party".

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the "State Act"), the Corporation is authorized to make loans to finance or refinance the planning, design and construction of wastewater pollution control facilities, of which the supporting documentation has been reviewed by the State of Florida Department of Environmental Protection (the "Department"); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the "Service Contract") between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the "Loan"); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the "Indenture") between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the "Trustee"), the Corporation is authorized to issue bonds (the "Bonds") from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

## ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this agreement.

(2) "Authorized Representative" shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Code" means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.

(5) "Defeasance Obligations" means:

a. Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);

b. Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);

c. Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and

d. Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) "Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(11) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(12) "Gross Revenues" shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(13) "Infrastructure Surtax" shall mean the one cent sales tax derived from local discretionary sales levied by Highlands County based on a referendum vote for the purpose of construction, reconstruction, or improvement of public facilities pursuant to Chapter 212.055 Florida Statutes.

(14) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(16) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Borrower.

(18) "Local Governmental Entity" means a county, municipality, or special district.

(19) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(22) "Planning Activities" shall mean the planning or administrative work necessary for the Local Borrower to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(23) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Revenues derived yearly from the Infrastructure Surtax after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(24) "Project" shall mean the Planning Activities for stormwater master plan.

(25) "Semiannual Loan Payment" shall mean the payment due from the Local Borrower at six-month intervals.

(26) "Senior Revenue Debt" shall mean the following debt obligations:

(a) Highlands County, Florida, Infrastructure Sales Surtax Refunding Revenue Note, Series 2021, issued in the amount not to exceed $21,700,000, pursuant to Resolution No. 02-104, as amended and supplemented by Resolution No. 21-22-12; and

(b) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(27) "State" means the State of Florida.

(28) "Stormwater System" shall mean all devices and facilities owned by the Local Borrower for the collection, transmission, detention, retention, treatment, and management of stormwater.

(29) "Tax-Exempt Bonds" means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(30) "Utility System" shall mean all devices and facilities of the Stormwater System owned by the Local Borrower.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower's knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into for complying with this Agreement.

(4) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower's actions or omissions in its Planning Activities financed by this Loan.

(6) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent that any assurance,

representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(7) The Local Borrower shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Local Borrower agrees to complete the Planning Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Local Borrower covenants that this Agreement is entered into for the purpose of completing Planning Activities in order to construct facilities which will, in all events, serve a public purpose.

(12) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(13) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in

connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any "related party", as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a "private activity bond" within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term "Private Business Use" means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term "Private Person" means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered "used" by a Private Person if:

(a) it is owned by, or leased, to such Private Person;

(b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the "Bond Financed Property") pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility ("Use Contract")) is a "Qualified Use Contract" if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower's right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and

necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | |
|---|---|---|---|---|---|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $1,750,000 | 140131 |

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial

reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the $750,000 threshold has not been met. In the event that the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department at either of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Borrower in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower

understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

## ARTICLE III - LOAN REPAYMENT ACCOUNT

### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

## ARTICLE IV - PROJECT INFORMATION

4.01. RESERVED.

After the Department's environmental review has been completed, the Local Borrower shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.03. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred planning costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Borrower for disbursements of the planning funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

### 5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Infrastructure Surtax which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

### 5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge based on the Local Borrower's uniform schedule of rates, fees, and charges.

### 5.03. RESERVED.

### 5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Borrower shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

### 5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

### 5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the

happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be

in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect

any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION .

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to offices and other sites where Planning Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at** public.services@dep.state.fl.us, **or at the mailing address below:**

**Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**

**Public Records Request**
**3900 Commonwealth Blvd, MS 49**
**Tallahassee, FL 32399**

8.10. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

(1) The Local Borrower abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in Local Borrower's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

## ARTICLE IX - RESERVED

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCPAL AMOUNT OF LOAN.

The principal amount of the Loan is $1,750,000, which includes $1,750,000 to be disbursed to the Local Borrower and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $35,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $1,750,000. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final Loan amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation

Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2022 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of the Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the actual Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $44,625 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be paid to, and must be received by the Trustee beginning on September 15, 2024 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $1,785,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Local Borrower's audit or the Department's audit.

The Local Borrower agrees to the following estimates of the Project costs:

| CATEGORY | PROJECT COSTS ($) |
|---|---|
| Planning Activities costs | 1,750,000 |
| Capitalized Interest | 0 |
| TOTAL (Loan Principal Amount) | 1,750,000 |

10.07. SCHEDULE.

All Planning Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 11, 2021 may be eligible for reimbursement.

(2) Completion of all Planning Activities for all Project facilities proposed for loan funding no later than March 15, 2024.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2024.

(4) The first Semiannual Loan Payment in the amount of $44,625 shall be due September 15, 2024.

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the following items must be submitted:

(1) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(2) A signed contract between the engineering consulting firm and the Local Borrower with specific details of the planning work to be completed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement SW280230 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

_____ _____
Chief Executive Officer Date

_____
Reviewed and approved by the Corporate Secretary

for
HIGHLANDS COUNTY

Kathleen S. Rapp
Chairperson

Attest:

BOARD OF COUNTY COMMISSIONERS SEAL SEAL

_____
County Clerk

I attest to the opinion expressed in Section 2.03, entitled Legal Authorization.

_____
County Attorney

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

_____
Secretary or Designee

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

**PRESENTER:** **Corey Amundsen, Emergency Services**

**SUBJECT/TITLE:** **Request approval to Pay without PO for Motorola Service Agreement contract # US000078604 in the amount of $351,235.18.**

---

## STATEMENT OF ISSUE

The invoice was recently received, and Purchase order had not been issued previously due vacancy in the Emergency Manager and Administrative Assistant positions. This is a multiyear contract that was issued between Motorola and Highlands County and was approved October 16th, 2018.

## RECOMMENDED ACTION

**Move to approve Pay without PO for Motorola Service Agreement contract # US000078604 in the amount of $351,235.18.**

## FISCAL IMPACT

There is no fiscal impact as this anticipated expenditure is included in the Adopted Budget for FY22-23.

Attachments: EM Motorola 0221.pdf

**HIGHLANDS COUNTY**
**BOARD OF COUNTY COMMISSIONERS**
**Purchasing Division**

**REQUEST FOR PAYMENT FOR INVOICE WITHOUT A PURCHASE ORDER**
**FOR INVOICE GREATER THAN $7,500.00**

To: Purchasing Manager

From: Emergency Operations (Department / Division Name) Laura Strickland (Requesting Employee's)

Date: February 9, 2023

Purchase order to Motorola/vendor 22143 [Vendor's Name/Number] was not created for the purchase billed on the attached invoice, for the following reason(s):

EOC Manager and Administrative Assistant positions were vacant; bill was not received in office, no one was aware of the agreement installments approved by the Board on 10/16/2018.

By my signature I certify that:
1.) The goods or services were ordered by a County employee or volunteer approved to request a PO.
2.) The goods or services were received in good order and needed by the Department
3.) Funds are budgeted and available to pay for the goods or services.
4.) Supporting documentation.

2/9/2023 — Employee's Signature & Date

2/9/23 — Manager / Director's Signature & Date

| Fund/Cost Ctr | Account | Project | Amount |
|---|---|---|---|
| 3994 | 53400 | | $351,235.18 |

***Approval:*** Board approved multi year contrct

No other purchasing rules or procedures would be broken by approving the payment.

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2023.02.10 08:36:34 -05'00'

Purchasing Division - Signature — Date

Funds are available for payment and the amount is greater than $7,500.00.

OMI — Digitally signed by David Nitz Date: 2023.02.10 09:00:07 -05'00' — Date

Approved for payment based on the above information.

Laurie A Hurner Digitally signed by Laurie A Hurner Date: 2023.02.10 13:27:44 -05'00'

County Administrator's Signature — Date

Date of Board approval — Requesting Employee's Initials

10.B

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: October 16th, 2018**

**PRESENTER:** **Public Safety Director, Marc Bashoor**

**SUBJECT/TITLE:** **Request for approval of a Multi-year Maintenance Contract with Motorola Solutions Inc.**

---

**STATEMENT OF ISSUE**

Historically, Highlands County has had a yearly Motorola Maintenance Contract in place to maintain the Public Safety Radio System at a yearly increase of 3%. With this multi-year contract, the first year will have a 3% increase and the remaining years a 1.5% increase. This will have a net savings over the term of the contract of $152,060.50. The time frame for this contract is the same as the multi-year upgrade contract that was approved by the BOCC. Both will end on 9/30/2026. This is a multi-year service agreement with your approved terms and conditions from last year.

**RECOMMENDED ACTION**

**Move to approve a Multi-year Maintenance Contract with Motorola Solutions Inc. a savings of $152,060.50 over the term of the agreement.**

**FISCAL IMPACT**

Over the term of the contract, $2,942,725.18 with a savings of $152,060.50 over an annual contract over the same time period.

Attachments: Motorola Services Agreement.pdf

MOTOROLA SOLUTIONS 9 Build 1000

# SERVICE AGREEMENT

*Attn: National Service Support*
*1307 East Algonquin Road*
*Schaumburg, IL 60196*
*(800) 247-2346*

Date: 7/13/2018

Contract Number: USC000078604

Company Name: Highlands County Board of County Comm
Attn: Marc Bashoor
Billing Address: 6850 W George Blvd
City, State, Zip: Sebring, FL 33875
Customer Contact: Marc Bashoor
Phone: (863) 402-6741
Fax:

Required P.O.: NO
Customer #: 1011858513
Bill to Tag #: 0002
Contract Start Date: 10/01/2018
Contract End Date: 09/30/2026
Anniversary Date:
Payment Cycle: Annual
Tax Exempt: Yes

PO #:

| Qty | Model/Option | Description | Monthly Ext | Extended |
|---|---|---|---|---|
| | | Total Serices 10/01/2018 through 09/30/2026 for P25 radio system | | |
| | | 10/01/2018 - 09/30/2019 Service Agreement | | $ 330,928.25 |
| | | 10/01/2019 - 09/30/2020 Service Agreement | | $ 335,892.17 |
| | | 10/01/2020 - 09/30/2021 Service Agreement | | $ 340,930.56 |
| | | 10/01/2021 - 09/30/2022 Service Agreement | | $ 346,044.51 |
| | | 10/01/2022 - 09/30/2023 Service Agreement | | $ 351,235.18 |
| | | 10/01/2023 - 09/30/2024 Service Agreement | | $ 356,503.71 |
| | | 10/01/2024 - 09/30/2025 Service Agreement | | $ 361,851.27 |
| | | 10/01/2025 - 09/30/2026 Service Agreement | | $ 367,279.03 |

| | | |
|---|---|---|
| SUBTOTAL - RECURRING SERVICES | | $ 2,790,644.68 |
| SUBTOTAL - ONE-TIME EVENT SERVICES | | $ - |
| TOTAL | | $ 2,790,644.68 |
| TAXES | | |
| GRAND TOTAL | | $ 2,790,644.68 |

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA SOLUTIONS.

| SUBCONTRACTOR(S) | CITY | STATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

I received Statements of Work that describe the services provided on this Agreement.
Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

| | | |
|---|---|---|
| AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE |
| R. GREG HARRIS | | |
| CUSTOMER (PRINT NAME) | | |
| MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE |
| David Confalonieri | 205 721 7050 | |
| MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE | FAX |

CHAIRMAN — 10/16/2018
MSSSI Vice President — 10/12/18

## Motorola Solution Maintenance Service Terms and Conditions Agreement

Motorola Solutions Inc. ("Motorola") and Highlands County Board of County Commissioners, Florida ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement. More specifically, this Maintenance Service Terms and Conditions Agreement is attached to and incorporated into a "Service Agreement" cover page, contract number USC000078604 dated July 13, 2018.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services. The Highlands County Maintenance Statement of Work is attached hereto as Exhibit A and incorporated by reference as part of this Agreement.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

**Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified at the sites described in the attached Maintenance Agreement Statement of Work in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. PAYMENT**

8.1 Motorola will invoice Customer in advance for each quarterly payment period of the Extended annual pricing set forth on the "Service Agreement" cover page, dated July 13, 2018, with a contract number of USC000078604. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars in accordance with the Highlands County Prompt Payment Policy and the requirements of Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act.

8.2 Customer is a political subdivision of the State of Florida, and Customer's budget system is established and governed by various Florida Statutes. Accordingly, Customer's performance and obligation to pay under the Agreement is contingent upon annual appropriation, Customer's legally available appropriated revenues, and applicable law. The Agreement does not result in the creation of any lien, charge, security interest, or other encumbrance upon any asset of Customer. If Customer does not appropriate sufficient funds for payments, the Agreement terminates at the end of the then-current fiscal period for which funds have been previously appropriated.

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Highlands County, State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

**Section 11. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer tofor services performed by Motorola under this Agreement prior to the date of termination will become due and payable immediately upon termination of this Agreement. Upon termination and if applicable, Motorola shall promptly reimburse Customer a pro-rata share of amounts paid by Customer prior to the date of termination for services not received by Customer due to the termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 This Agreement shall terminate immediately upon termination or cancellation of the "Services Agreement" cover page, contract number S00001027737 dated October 31, 2016, or corresponding "SUA Agreement" with an effective date of October 1, 2016. Further, Customer shall be allowed to terminate this Agreement at Customer's convenience, subject to payment of all sums owed by Customer for services performed by Motorola under this Agreement.

**Section 12. INDEMNIFICATION**

Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola

in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

**Section 13. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 14. CONFIDENTIALITY**

14.1.1 Confidentiality Obligation. If Motorola submits documents or other information to the Customer pursuant to this Agreement, that such submission contains Confidential Information, Motorola must file with Customer a notice of trade secret as provided herein. Failure to do so constitutes a waiver of any claim by Motorola that the document or information is a trade secret.

A. Each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret."
B. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret."

C. In submitting a notice of trade secret to the Customer, Motorola must include an affidavit certifying under oath to the truth of the following statements concerning all documents or information that are claimed to be trade secrets:

a. Motorola considers this information a trade secret that has value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.

b. Motorola has taken measures to prevent the disclosure of the information to anyone other than those who have been selected to have access for limited purposes, and Motorola intends to continue to take such measures.

c. The information is not, and has not been, reasonably obtainable without Motorola's consent by other persons by use of legitimate means.

d. The information is not publicly available elsewhere.

If the Customer receives a public records request for a document or information that is marked and certified as a trade secret, the Customer shall promptly notify Motorola. The notice shall inform Motorola that it has thirty (30) days following receipt of the notice to file an action in circuit court seeking a determination whether the document in question contains trade secrets and an order barring public disclosure of the document. If Motorola files an action within thirty (30) days after receipt of notice of the public records request, the Customer may not release the documents pending the outcome of the legal action. The failure to file an action within thirty (30) days constitutes a waiver of any claim of confidentiality, and the Customer shall release the document as requested.

The Customer may disclose Confidential Information, together with the claim that it is a trade secret, to an officer or employee of the Customer or of another governmental agency whose use of the Confidential Information is within the scope of his or her employment.

14.1.2. Ownership and Retention. All Confidential Information provided by Motorola remains the property of Motorola and will not be copied or reproduced without the express written permission of Motorola, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Motorola's written request, Customer will return all Confidential Information to Motorola along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Customer may retain one (1) archival copy of the Confidential Information that it

may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Motorola warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

**Section 15 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS**

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**Section 16. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 17. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

**Section 18. GENERAL TERMS**

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect in which the Services are performed.

18.2 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.3 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.4 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.5 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.6 There is no automatic renewal of this Agreement. The term of this Agreement is governed by the start and end dates as set forth on the cover page to the Service Agreement of contract number USC000078604.

18.7 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.8 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

18.9 Nothing in this Agreement shall be construed as to alter Customer's immunity or extend Customer's liability beyond limits set forth in Section 768.28, Florida Statutes, nor shall it be construed as consent to be sued by any third party. Customer is a political subdivision as referenced by Section 768.28, Florida Statutes.

Section 19. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Customer – Highlands County
Attn: Marc Bashoor
Public Safety Director
6850 West George Blvd.
Sebring, FL 33875

*With copy to:*

Highlands County Attorney's Office

600 South Commerce Avenue

Sebring, Florida 33870

Section 20. EMPLOYMENT ELIGIBILITY VERIFICATION

20.1 Definitions. As used in this Section.

(a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee
i. Normally performs support work, such as indirect or overhead functions; and
ii Does not perform any substantial duties applicable to the Agreement.

(b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Motorola or another subcontractor.

(d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

20.2 Enrollment and verification requirements.

(a) Motorola must be enrolled in E-Verify at time of contract award, and Motorola shall use E-Verify to initiate verification of employment eligibility of:

i. *All new employees.*

(A) *Enrolled thirty (30) calendar days or more.* Motorola shall initiate verification of employment eligibility of all new hires of Motorola, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than thirty (30) calendar days.* Within thirty (30) calendar days after enrollment in E-Verify, Motorola shall initiate verification of employment eligibility of all new hires of Motorola who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

ii. *Employees assigned to this Agreement.* For each employee assigned to this Agreement, Motorola shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of award of this Agreement or within thirty (30) days after assignment to this Agreement, whichever date is later.

(b) Motorola shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of Motorola's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

20.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: http://www.uscis.gov.

20.4 Individuals previously verified. Motorola is not required by this Section to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Motorola through the E-Verify program.

20.5 Subcontracts. Motorola shall include, and shall require the inclusion of, the requirements of this Section, including this subsection (20.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

**Section 21. PUBLIC RECORDS COMPLIANCE**

If by providing services to Customer pursuant to this Agreement Motorola is a contractor, as defined by Section 119.0701, Florida Statutes, Motorola shall:

21.1 Keep and maintain public records required by the Customer to perform the services.

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

21.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Motorola does not transfer the records to the Customer

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

**IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER**

# Highlands County, FL

*Maintenance Agreement Statement of Work*

- **Onsite Infrastructure Response**
    - 24 hours a day, 365 days a year repair service with guaranteed 2 hour response time during an outage
- **P25 Simulcast 800MHz Radio System**
    - Sheriff's Tower Prime Site
    - Sheriff's Office Dispatch Center – 9 Operator Positions
    - Avon Park Remote Site – 8 Channels
    - Sheriff's Tower Remote Site – 8 Channels
    - Lake Placid Remote Site – 8 Channels
    - Brighton Remote Site – 8 Channels
    - Venus Remote Site – 8 Channels
    - Microwave Network Ring – 5 Links
    - Microwave Spurs – 2 Links
    - MOSCAD Alarm Monitoring
- Repeaters, Comparators, & Dispatch Console Equipment (Med 8, Med 82, 5 A.R.E.S. Repeaters, 9 MCC5500 Operator Positions, MCC5500 CSDM, MCC5500 ADM)
    - All parts & labor associated with repairs (excluding acts of God)
    - Annual Preventative Maintenance (PM) Check including cleaning and alignment of equipment
    - It is the customer's responsibility to provide parts and labor for antenna network equipment (ie: transmission line, antennas, tower climbs, and combining equipment)
- **5 Channel Banks & Connectivity**
    - All parts & labor associated with repairs (excluding acts of God)
    - Annual preventative maintenance (PM) check including cleaning and alignment of equipment
    - Connectivity monitoring and maintenance on wiring
- **4 Paging Transmitters, 4 Paging Transmit Controllers, Paging Network Controller, and Alpha Paging Terminal**
    - All parts & labor associated with repairs (excluding acts of God)
    - Annual preventative maintenance (PM) check including cleaning and alignment of equipment

- It is the customer's responsibility to provide parts and labor for antenna network equipment (ie: transmission line, antennas, tower climbs, and combining equipment)

- **Tower Structure Maintenance for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, Venus Fire Station Tower, EOC Tower, and Sheriff's Office Tower**

  - Monthly maintenance checks for the following:

    - Signs of corrosion at the base of the tower
    - Grounding equipment intact and functional
    - Tower lighting systems
    - Coordinate services to antennas, transmission lines, multicouplers, combiners, and tower mounted pre-amps with subcontractors.

  - Annual maintenance check for the following:

    - Complete tower climb and preventative maintenance (PM) check of the tower and its structural integrity, to include guyed wires
    - Inspect cables, coax, and waveguide lines for visual damage
    - Fasten any loose cables, coax, and wave guide lines
    - Weatherproof any exposed connectors and components
    - Inspect and tighten any loose antenna mounting clamps or tower hardware
    - Inspect for any missing hardware
    - It is the customer's responsibility to provide parts and labor for the repair of structural deficiencies or tower lighting outages.
    - Motorola will facilitate such repairs on behalf of the customer

- Tower Site PM Checks for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, and Venus Fire Station Tower

  - Monthly maintenance checks for the following:

    - Verify all equipment is powered up
    - Verify that no alarms on equipment are present
    - Alarm and lock security inspection
    - Interior and exterior lighting
    - Air filter cleaning
    - Generator startup
    - Generator fuel tank reading
    - A/C temperature reading
    - Utility line voltage reading

- **Site & Shelter Maintenance for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, and Venus Fire Station Tower**

  - Monthly services for the following:

- Replacement of faulty bulbs and equipment on interior and exterior of shelter
- Replacement of faulty or aged fire extinguisher equipment
- Interior pest control of the tower shelter
- Weed and pest control of the tower site compound
- Debris removal and site cleaning
- It is the customer's responsibility to provide parts and labor for the repair of structural deficiencies on the tower site shelter
- Motorola will facilitate such repairs on behalf of the customer

- **HVAC Maintenance for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, and Venus Fire Station Tower**

  - Monthly services for the following:

    - Verify equipment is functioning
    - Provide and replace deficient air filters as necessary
    - It is the customer's responsibility to provide parts and labor associated with the repair of the HVAC system
    - Motorola will coordinate the repair of the HVAC system on behalf of the customer
    - Provide site access and accompany subcontractors

  - Semi-Annual (Operational) services for the following:

    - Lubricate bearings as necessary
    - Adjust and inspect belt tension and condition
    - Check refrigerant cycle for proper conditions
    - Service electrical connections, including contactors
    - Check all operating and safety controls
    - Check sight glass and moisture indicators
    - Check cleanliness of condenser coil and condensate pan
    - Install time released, EPA registered pan treatment
    - Check all mounting hardware, tie downs, pitch pans, and roof curbing where applicable
    - Maintain service records and record conditions for each component
    - Submit report stating existing conditions and any additional repairs or modifications required

  - Annual (Comprehensive) services for the following:

    - Lubricate bearings as necessary
    - Adjust and inspect belt tension and condition
    - Check refrigerant cycle for proper conditions
    - Check and record compressor oil level and oil pressure, if applicable
    - Check and record all compressor and motor amperages
    - Service electrical connections, including contactors
    - Check sight glass and moisture indicators
    - Check cleanliness of condenser coil and condensate pan
    - Install time released, EPA registered pan treatment
    - Check and record suction and discharge pressures

- Check and record evaporator air temperature
- Check all mounting hardware, tie downs, pitch pans, and roof curbing, where applicable
- Maintain service records and record conditions for each component
- Submit report stating existing conditions and any additional repairs or modifications required

- **UPS Maintenance for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, and Venus Fire Station Tower**
  - Monthly services for the following:
    - Verify equipment is functioning
    - Provide and replace batteries a minimum of every 4 years, in accordance with the manufacturer's recommendations
    - It is the customer's responsibility to provide parts and labor associated with the repair of the UPS system
    - Motorola will coordinate the repair of the UPS system on behalf of the customer
    - Provide site access and accompany subcontractors
  - Semi-Annual services for the following:
    - Visually inspect equipment for loose connections, burned insulation, or any other signs of wear
    - Visually check for liquid contamination from batteries and capacitors
    - Clean UPS equipment enclosures
    - Provide a complete operational test of the system, including monitored battery-rundown test to determine if any battery strings or cells are near the end of their useful lives
    - Test UPS transfer switches, circuit breakers, and maintenance bypasses
    - Verify that the UPS is charging properly on generator power
    - Routine maintenance of the equipment

- **Generator Maintenance for Avon Park Tower, Sheriff's Tower, Lake Placid Tower, Brighton Tower, and Venus Fire Station Tower**
  - Monthly services for the following:
    - Oil System
      - Check oil – provide and add if necessary
      - Inspect for oil leaks
    - Cooling System
      - Check radiator level – add fluid if necessary
      - Check hoses and clamps
      - Check and adjust belts
      - Check for leaks
    - Exhaust System

        - Check flex line
    - Fuel System
        - Check fuel level
        - Inspect for leaks
        - Drain water from traps
    - Ignition System
        - Check all wires – replace as needed
    - Transfer Switch
        - Inspect all wiring
    - Battery
        - Check water levels
    - Engine Running
        - Check for noises
        - Check for leaks
        - Verify generator runs properly
        - Check over crank time
    - It is the customer's responsibility to provide parts and labor associated with the repair of the generator
    - Motorola will coordinate the repair of the generator on behalf of the customer
    - Provide site access and accompany subcontractors

- Semi-Annual services for the following:

    - Battery
        - Clean terminates and posts and coat with inhibitor
        - Check specific gravity
        - Load test

- Annual services for the following:

    - Oil System
        - Provide and change oil and oil filters, per the manufacturer's recommendation
        - Inspect engine breather
    - Cooling System
        - Test antifreeze
        - Inspect block heater and switch
        - Pressure test radiator
        - Pressure test radiator cap
    - Exhaust System
        - Check rain cap
        - Inspect for leaks
    - Fuel System
        - Inspect all air intake hoses
        - Provide and replace fuel filters, as required
        - Replace or service air filters
    - Ignition System
        - Replace plugs as needed

        - Replace rotor as needed
        - Replace cap as needed
    - Generator
        - Check diode heat sinks
        - Inspect rear bearing
        - Inspect alternator/exciter
    - Engine Running
        - Test low oil pressure safety
        - Test high engine temperature safety
        - Test over speed safety
    - Accessories
        - Inspect battery charger

- ASTRO Network Management

    - Monthly services for the following:

        - System monitoring of busies and outages
        - System optimization
        - Console alias database changes
        - Activation and deactivation of subscriber ID's
        - Subscriber ID tracking and management
        - Coordination with Polk County during software upgrades and planned outages

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Feb 21, 2023**

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

**SUBJECT/TITLE:** **County Attorney Status Report.**

---

## STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of February 9, 2023.

## RECOMMENDED ACTION

**None. This is being provided for informational purposes.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

# Legal Department
## Long-range Log

| Priority | Matter | Notes |
|---|---|---|
| N/A | Employee Manual revisions | |
| N/A | Purchasing Policy revisions | |
| N/A | Revisions to Planning & Zoning Commission membership | |
| N/A | Lake Placid Fire Station | |
| N/A | Fire Union matters | |
| 1 | Hospital Legislation and sale issues | |
| N/A | Numbers of dogs/cats in residential areas | |
| 2, 7 | Annexation issues with all cities (enclaves and roads) | |
| 3, 8 | Future Growth Funding Advisory Committee and objectives of same | |
| N/A | Revisions to organization of Advisory Boards and Committees | |
| 2, 7 | Joint Planning Agreements with cities | |
| N/A | Lincoln Heights Park | |
| N/A | Sheriffs Tower Capacity Issue | |
| N/A | Board and Committee Updates | |
| N/A | Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County. | |
| | | |
| | | |
| | | |
| | | |

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

**PRESENTER:** **Laurie Hurner, 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 8, 2023.

## RECOMMENDED ACTION

**This information is being provided for informational purposes.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Commissioner's Priorities (FINAL) 2-21-23.pdf
Project Updates (FINAL) 2-21-23.pdf

TOP (THREE HOLE PUNCH)

| # | Assigned | Priority | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| **Priority 1** | Leah Sauls | Sell Highlands Regional & use funds for endowment for non-profits | The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change. | Met with the new CEO of Highlands Regional, and brought 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 and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by spring 2023. City staff is short handed so having trouble completing their portions. | Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask.<br>An additional task was added to the project. Using data from the Avon Park portion of the hydaulic model, an estimate for a plant expanson and extention of new lines to a proposed industrial area was able to be completed in just a couple of weeks for a project RFI. Normally this ask would be months and 4-5 times the cost. | Spring 2023 |
| **Priority 3** | Tanya Cannady | Build reserves to 3.5 Months and plan for a millage reduction | The General Fund unassigned fund balance at September 30, 2022 is 4.26 months | OMB will be presenting a plan for millage reduction in the upcoming budget process | Complete |
| **Priority 4** | Leah Sauls | 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. Sites approved for Lake Placid, Sebring, and Avon Park. | Lake Placid, Sebring and Avon Park sites are all open full schedule to the public. | Complete |
| **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. SRF Loan Application approved. RFP for consultant to perform study in process. | Ongoing |

| # | Departments | Project - Pending Items List | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| 1 | Engineering - Road & Bridge | Lacey Hills Improvement Projects | No change | Included in Carter Creek Watershed Study area. Awaiting results from study. | Pending funding |
| 2 | Engineering - Road & Bridge | Evaluation of Sebring Falls drainage issues | No change | Included in Sebring Watershed Study. Awaiting results from study. | Pending funding |
| 3 | Engineering - Road & Bridge | Memorial Drive Culvert Replacement and Extension PROJECT | FINISHED | Project Completed | Completed |
| 4 | Engineering | Sebring Parkway Phase IIA | Construction Complete | Final Closeout | Ongoing |
| 5 | Engineering | Sebring Parkway Phase IIB | Construction Complete | Final Closeout | Ongoing |
| 6 | Engineering | Heron St. Roadway Improvements - Project #18007 | Construction Complete | Final Closeout | Ongoing |
| 7 | Engineering | W. Stryker Rd. Roadway Improvements - Project #18008 | Construction began 08/25/2022 - On Schedule | Phase 3 construction began on 01-23-2023 | Ongoing |
| 8 | Engineering | CR 623 Improvements - Project #18009 (Kenilworth Blvd) | Project Closeout in progress | Final Closeout | 02/20/23 |
| 9 | Engineering | 19016 Sun N Lake Sidewalk -LAP project | BID opening scheduled for 2/7/23 at 3:30 pm | Draft contract with lowest bidder | Ongoing |
| 10 | Engineering | Arbuckle Creek Road Turn Lane - Project #16002 | Construction began 4/11/22 - On Schedule | Light poles were installed in January and the contractor is waiting for Glades Electric to move an existing utility pole and make electrical connection to the meter box to activate service and test the lights. A Change Order No. 3 is proposed to change the location of the pull box for Pole No. 4 and to add 11 calendar days to the substantial and final completion dates due to the change. | Ongoing |
| 11 | Engineering | 17034 Memorial Drive MUP -LAP project | Staff is coordinating relocation of City of Sebring utilities. | Staff to follow up with City of Sebring regarding schedule for relocating utilities. Follow-up w/ FDOT regarding plan to move forwad & relocation of utilities. | Ongoing |
| 12 | Solid Waste | New Cell Expansion - Project No. 21078 | Design NTP issued 9/14/22 | Staff has reviewed the Preliminary Engineering Report and a meeting is scheduled for 2/8/23 with Jones Edmunds to go over the report. The report gives an oveview of soil testing work done on site in fall, 2022 and analyis and recommendations for conceptual design of cells, leachate treatment system and sprayfields, and next steps w respect to permitting. | Ongoing |
| 13 | Solid Waste | Arbuckle Landfill Borrow Pit - Project No. 20045 | Waiting on issuance of FDEP Environmental Resource Permit. | The final SFWMD Environmental Resource Permits (ERP) for the Highlands County Landfill Borrow Pit Conceptual Design and for the Phase I Construction were received on 2/1/23. The SFWMD Water Use Permit for the borrow pit was received on 2/6/23. Approval of the FDEP ERP should be expected soon since FDEP was waiting for SFWMD to issue their ERP's before they issued thiers. | Ongoing |
| 14 | 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 |

| # | Departments | Project - Pending Items List | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| 15 | Economic Development | Econ. Dev. Strategic Plan Progress Update | Implementing Strategic Plan Initiatives | Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M is being put toward broadband infrastructure. 3 RFP submissions have been received and will be reviewed over the next week. If there is an acceptable submission then we will expect design to begin immediately with permitting to follow and hopefully construction commencing before the end of the year. | Ongoing |
| 16 | Economic Development | Broadband/ Highspeed Internet | RFP has been posted and will be open for 60 days. Spring Lake returned the ARPA Funds as other funding became available. | To monitor Office of Broadband and State initiatives. RFP has closed with 3 submissions to be reviewed. Our coverage area has thankfully shrunk to those not in the Glades Electric Co-op territory. | Ongoing |
| 17 | Public Safety Director | Progress on development of Fire/EMS Department | Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis.<br><br>Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations | Continuing project management and follow up. | Ongoing |
| 18 | Capital Project Manager | Hurricane shelter upgrades including a Pet-Friendly shelter | Animal Control Remodel scope changed to include animal only shelter | Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter. | TBD |
| 19 | Casey Hartt | Planning for family-oriented tourism assets utilizing 3rd penny tourism tax | Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance. | 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: Feb 21, 2023**

| | |
|---|---|
| **PRESENTER:** | **Sherry G. Sutphen, County Attorney** |
| **SUBJECT/TITLE:** | **Resolution 22-23-65, suspending the processing of applications requesting the vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.** |

---

## STATEMENT OF ISSUE

During the approval of Resolution 22-23-65 at the February 7, 2023, regular meeting of the board of county commissioners, revisions were made to include processing the vacation petition submitted for the easement encumbering the properties located at 230 and 242 Commercial Place, Sebring, FL. The attached reflects the final Resolution with approved revisions.

## RECOMMENDED ACTION

**None. This is being provided for informational purposes only.**

## FISCAL IMPACT

There is no fiscal impact

Attachments: Res_22.23.65_Suspend_Processessing_Vacation_App.SGS.v2.docx

**RESOLUTION NO. 22-23-65**

**A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SUSPENDING THE PROCESSESSING OF APPLICATION FOR THE VACATION OF A COUNTY OWNED RIGHT OF WAY, ROADWAY, EASEMENT OR PORTION THEREOF; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING SUSPENSION OF APPLICATION PROCESSING; 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 AND DURATION.**

**WHEREAS,** pursuant to Florida Statutes, Section 125.01, the County has the broad authority to carry on County government to the extent not inconsistent with general or special law; and

**WHEREAS,** the County has specific authority to regulate roadways in the County road system, dispose of its property and property interests and adopt resolutions and ordinances for the exercise of its powers; and

**WHEREAS,** in 2007, in furtherance of its rights afforded by Florida law, the County adopted a policy and procedure for requesting that the County vacate a right of way, roadway or easement which it owns; and

**WHEREAS,** the County master fee schedule which is adopted annually, includes fees which are required for the submission of an application requesting the vacation of a County owned right of way, roadway or easement; and

**WHEREAS,** during a recent legal review of certain County policies and procedures, various concerns were revealed with respect to the process being followed related to submitting a request for the County to vacate a right of way, roadway or easement which it owns; and

**WHEREAS**, the County Engineering Department and County Legal Department are working together to develop an updated policy related to submitting requests for the County to vacate a right of way, roadway or easement which it owns; and

**WHEREAS,** the County has determined, in pursuit of government efficiency, that it is in the best interest of the citizens of Highlands County for it to temporarily suspend the processing of applications requesting that the County vacate a right of way, roadway or easement which it owns, until an updated vacation request policy can be adopted which furthers the County's

objective of protecting the health, safety and welfare of the citizens of Highlands County and preserves the County's authority over its property and property interests.

**NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS 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.** Suspension of Application Processing.

A. Beginning on the Effective Date of this Resolution, the processing of applications requesting that the County vacate a right of way, roadway, easement, or portion thereof, is hereby suspended until such time as an updated policy can be adopted which furthers the County's objective of protecting the health, safety and welfare of the citizens of Highlands County and also preserves the County's authority over its property and property interests.

B. The Engineering Department has several unprocessed vacation applications which have been submitted with the appropriate fees requesting that the County vacate either a right of way, roadway, easement, or portion thereof, which it owns. These applications have been sorted into two separate categories which are as follows:

i. **CATEGORY 1** - requests which are not supported by County staff as the vacation relates to property, a property interest or a portion thereof, which is needed for County purposes; and

ii. **CATEGORY 2** - requests which could possibly be supported as the vacation may relate to property, a property interest, or portion thereof, which may not be entirely needed for a County purpose.

C. All vacation applications submitted to the County with the required fees, that are in the possession of the County as of the Effective Date of this Resolution, and which fall into CATEGORY 1 above, are hereby authorized to receive a full refund of all fees paid.

D. All vacation applications submitted to the County with the required fees, that are in the possession of the County as of the Effective Date of this Resolution, and which fall into CATEGORY 2 above, shall be notified in writing of the current application suspension and given the opportunity to receive a full refund of all fees paid or keep the application on hold with the County Engineering Department until such time as a new vacation request policy can be adopted in accordance herewith.

E. Notwithstanding the foregoing, the County will finalize the processing of the vacation application submitted by Spanish Moss Eco Apartments, LLC, related to the easement vacation located at 6500 US 98 and 430 Duane Palmer Boulevard, Sebring, Florida, as this application has already been scheduled for a public hearing to be held on February 21, 2023.

F. Notwithstanding the foregoing, the County will finalize the processing of the vacation petition submitted by Replacement Tiles Solutions, Inc., related to the easement vacation located at 230 and 242 Commercial Place, Sebring, Florida, as internal review of the petition has been completed and the matter is ready to be scheduled for a public hearing to be held at the next available regularly scheduled meeting of the Highlands County Board of County Commissioners.

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

**SECTION 4.** Savings Clause. All prior actions of Highlands County pertaining to the suspension of processing vacation applications for a County owned right of way, roadway, easement or portion thereof, 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 7th day of February, 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: February 21, 2023**

**PRESENTER:**

**SUBJECT/TITLE: Board payables from February 7, 2023, to February 20, 2023**

---

Attachments: