HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 15, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, March 15, 2022 at 3:00 p.m., in Conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Highlands County Board of County Commissioners meeting as the Board of Supervisors of the Highlands Park Estates Special Benefit District will hold a General Membership meeting on Tuesday, March 15, 2022 at 5:30 p.m., at the Highlands Parks Estates Community Center, 16415 Deerglen Blvd., Lake Placid, FL

The 2021 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Thursday, March 17, 2022, at 9:30 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The 2021 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Friday, March 18, 2022, at 9:30 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners meeting as the Board of Supervisors of the Sun 'n Lakes of Lake Placid Recreation District will hold a General Membership meeting on Monday, March 21, 2022 at 6:00 p.m., at the Sun 'n Lakes of Lake Placid Community Center, 440 S. Sun 'n Lakes Blvd., Lake Placid, FL

The Highlands County Board of County Commissioners will hold a Special Meeting (Retreat-style Workshop) on Tuesday, March 29, 2022, from 8:00 a.m.-5:00 p.m., at The Circle Theatre, 202 Circle Park Drive, Sebring

The Children's Services Council will hold a general body meeting on Wednesday, March 30, 2022 at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Proclamation Honoring World War II Veteran Carl Lundgren, Jr. on His 100th Birthday*
Denise Williams, County Veteran Services Officer
There is no fiscal impact.
Lundgren Proclamation.pdf

6.B *Request approval of a Proclamation recognizing the week of March 14-18, 2022 as Government Finance Professionals Week*
Tanya Cannady, Business Services Director
No Fiscal Impact.
Gov't Finance Professional Week Proclamation.pdf

6.C *Recognition of Richard Fleeger, Parks and Facilities Superintendent on his retirement.*

Randy Vosburg, County Administrator
No fiscal impact.

6.D *Recognition of Deputy Chief Tim Eures on his retirement*
E. Laney Stearns, Public Safety Director
No Fiscal Impact

6.E *Recognition of Paramedic Litton Walker on his retirement*
E. Laney Stearns, Public Safety Director
No Fiscal Impact

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the March 1, 2022 regular meeting of the Board.*
030122REG.pdf

8.B *Request approval to amend a Tourist Development Special Event Project Grant, increasing the grant amount by $6,000, bringing the grant total to $16,000 from the original $13,000 in 2022 and 2023, as requested by the American Junior Golf Association (AJGA) and per the recommendation of Tourism Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
The fiscal impact will allocate up to an additional $3,000.00 from Fund 152 (Tourist Development Trust), Cost Center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services) during the current Fiscal Year 21/22 as well as for Fiscal Year 22/23.
01.28.22 Draft TDC Minutes.docx
AJGA.pdf
AJGA.Change Order1.CB.pdf
tdc.pdf

8.C *Request adoption of resolution 21-22-80 for Budget Amendment 21-22-056 to bring forward fund balance within Fund 152 (Tourism Development Trust) into cost center 5307 (Tourist Dev. Promote/Advertise Lakes).*

Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Development Trust) in the amount of $3,035 from Fund Balance and will be appropriated in Cost Center 5307. (Promote/Advertise Lakes)
21-22-056 Tourist Dev-Promote_Advertise Lakes (BA).pdf
21-22-056R Tourist Dev-Promote_Advertise Lakes (Resolution).pdf

8.D *Request adoption of resolution 21-22-82 for Budget Amendment 21-22-033 authorizing to appropriate funds for Project 21056 Carver Park Restrooms that is 50% RPAC, with a $5,000 contribution from the Highway Park Neighborhood Preservation and the remainder to come from Project 20038 Sebring Library Roof Replacement that is coming in under budget for a net increase in the amount of $5,000.00.*
Lance Marine, Parks & Facilities Director
Sarah Albritton, Capital Project Manager
The fiscal impact is an increase of $5,000 to Fund 151 (Infrastructure Surtax) and the overall budget. The remaining match balance ($19,187.50) will come from the Sebring Library Roof Replacement, Project 20038, which came in under budget.
21-22-033 Project 21056 Carver Park Restrooms (BA).pdf
21-22-033R Project 21056 Carver Park Restrooms (Resolution).pdf

8.E *Request adoption of resolution 21-22-87 for Budget Amendment 21-22-058 to reallocate funds within Project # 21008 (Small County Solid Waste Grant) and increase the grant award amount to $93,750.00 as stated in Florida Department of Environmental Protection (FDEP) Grant Agreement #SC215.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of $2,841.00 which will be reimbursed by a Florida Department of Environmental Protection (FDEP) grant.
21-22-058 Project 21008 Small CO SW Grant (BA).pdf
21-22-R058 Project 21008 Small CO SW Grant (Resolution).pdf

8.F *Request adoption of resolution No. 21-22-91 for Budget amendment No. 21-22-060 to approved and authorized to set up Project 21042 for a grant that has been awarded from the Duke Energy Foundation in the amount of $15,000.*
Gloria Rybinski, Public Information Officer
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $15,000.
21-22-060R Project 21042 Emergency Preparedness Outreach (Resolution).pdf
21-22-060 Project 21042 Emergency Preparedness Outreach (BA).pdf

8.G *Request for approval to waive fees of $1,025 for the 2022 Special STARS Softball Classic at the Highlands County Multi-Sports Complex.*
Lance Marine, Parks & Facilities Director
Sarah Albritton, Capital Projects Manager
The fiscal impact of the fee waiver is $1,025.00 to the General Fund (005) Revenue Account.
Speical Stars Sports Complex Use 2.22.2022.pdf

8.H *Authorize the County Administrator to downgrade or split a full-time employment position (1 FTE) to one or two part-time positions. A part-time position is a permanent position with less than 30 scheduled hours per week.*

Randy Vosburg, County Administrator
Tanya Cannady, Business Services Director
Downgrading or eliminating a full-time position would be a savings in health insurance expenses and potential overtime costs per position.

8.I *Request approval of a newfull-time Projects Manager position and associated Job Description.*
Randy Vosburg, County Administrator
The fiscal impact will be 75 percent ARPA project funds and an increase to Fund 151 (Infrastructure) or/and Fund 005 (General) for the remaining 25 percent of salary and benefits.
Projects Manager Job Description 03.02.22.pdf

8.J *Request approval of an amendment to the Cooperative Funding Agreement Amendment between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.*
Clinton Howerton Jr., P.E. - County Engineer
No fiscal impact.
18CF0000894Amendment1_mbm.docx (002).pdf
Original Agreement-N856-signed.pdf

8.K *Renaming of the Government Building off Kenilworth Boulevard where the Supervisor of Elections Operations Center is Located.*
Randy Vosburg, County Administrator
Fiscal Impact will be minimal for signage and supplies.

8.L *Reclassification of Shift commanders for Public Safety Division.*
Chief Laney Stearns, Highlands County Public Safety
The fiscal impact of this change in status is $13,377.87 to the current budget.

8.M *Request to approve the 2022-2023 Highlands County 4-H Livestock Facilities Handbook with revisions to allow4-H goat projects to be housed at the 4-H barn facilities.*
Ashley H.K. Gill
4-H Livestock Facilities Handbook 2022 2023.pdf

9 PUBLIC HEARING

9.A *Request adoption of Resolution 21-22-83, and replace Resolution 21-22-76, to close a platted unnamed 20-foot Alley at 100 Commerce St NW.*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal Impact.
100 Commerce St NW VOR Packet_3-15-22.pdf

9.B *Request adoption of Resolution 21-22-84, and replace Resolution 21-22-75, to close a platted unnamed 20-foot alley at 101 Atherton Ave NW.*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal Impact.
101 Atherton Ave NW VOR Packet_2-8-22.pdf

9.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-597SS, for an approximate 1.52-acre parcel, from Medium Density Residential (RM) to Commercial (C).*
Sandra S. Vázquez, Planner I
There is no fiscal impact
Staff Report CPA-22-597SS for BCC SGIS, INC.pdf
Application CPA-22-597SS for BCC SGIS, INC.pdf
Ordinance CPA-22-597SS for BCC SGIS, INC.pdf

9.D *Public hearing to consider adoption of P&Z Hearing No. 2097, changing the Official Zoning Atlas for an approximate 1.52-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2097 for BCC SGIS, INC.pdf
Application P&Z 2097 for BCC SGIS, INC.pdf
Resolution P&Z 2097 for BCC SGIS, INC.pdf

9.E *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-598SS, for an approximate 3.24-acre parcel, from Medium Density Residential (RM) to Commercial (C).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf
Application CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf
Recommended Site Plan Conditions, Restrictions and Limitations CPA-22-598SS.pdf
Ordinance CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf

9.F *Public hearing to consider adoption of Hearing No. P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 acres, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU).*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
Staff Report P&Z 2099 for BCC.pdf
Application for P&Z 2099.pdf
Resolution 21-22-86 for P&Z 2099.pdf

10 ACTION AGENDA

10.A *Request adoption of Resolution #21-22-89 and approval of the 3 year Governmental contract with The Florida Fish and Wildlife Conservation Commission, Contract #FWC21146.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact to Fund 005 (General) will be the recognition of grant revenue received annually from the Florida Fish and Wildlife Conservation Commission. For fiscal years 2019, 2020, 2021, the grant revenue received has been $269,695.07, $316,584.35, and $331,398.87, respectively.
Res. 21.22.89 FFWC Contract 21146.SGS.docx

FWC Contract 2022.pdf

10.B *Request to approve and rank twenty-two (22) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program.*
Clinton Howerton, Jr., P.E., 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% fund match for some applications.
2022 FDOT_ District 1 Draft Projects Ranking List_Ranked by Eng.pdf

10.C *Request adoption of resolution 21-22-90 for BA 21-22-059 to purchase a used 2018 Volvo A25G Off Road Water Truck Cab and Chassis with new tank, and a new TANA Shark E380 Landfill Compactor for the Solid Waste Department.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of $1,183,328.00 which is being brought forward from Fund Balance, Account 3999100 to Cost Center 4210 (Refuse Disposal), Account #56400 (Machinery & Equipment).
21-22-059 SW Purchase Compactor_Water Truck (BA).pdf
21-22-059R SW Purchase Compactor_Water Truck (Resolution).pdf
Signed - 3-15-22 used A25G Volvo Chassis and cab APPENDIX 04 - REQUEST TO PURCHASE FROM USED OR AUCTION.pdf
Rev. Attachment A - Highlands County Volvo A25G #742241 Water Wagon Quote 3.8.22.pdf
Attachment B - 1-13-22 Gray email w revised tank specs.pdf
Attachment C - HC Landfill JD 260E ADT 5000 Gallon water truck quote.pdf
Attachment D - TANA COMPACTOR BENEFITS.pdf
Revised Attachment E - HC FL TANA E380 Compactor Quote.1.25.2022.pdf
Attachment F - new TANA Compactor suppression System 1-24-2022.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

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

11.B *Commissioner's Priorities and the Project Status Report.*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 03.15.2022.pdf
Status - Project Updates (FINAL) 03.15.2022.pdf

11.C *FY22/23 Preliminary Budget Outlook - General Fund*
Randy Vosburg, County Administrator
David Nitz, OMB Manager
No Fiscal Impact
Preliminary Budget Outlook_3-16-21.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Special Event Grant Contracts between Highlands County and Airstream Ventures, Heartland Triathlon, and American Junior Golf Association.*
Leah Sauls, Development Services Director
There is no fiscal impact.
Airstream Ventures, LLC - ACL Cornhole Championship FYI.pdf
American Cornhole League Grant Application.pdf
Airstream Ventures, LLC - Bono Bilt Youth Wrestling FYI.pdf
Bonobilt Grant Application.pdf
Airstream Ventures, LLC - The High School Lacrosse tournament FYI.pdf
Heartland Tri - Grant Application.pdf
Heartland Triathlon FYI.pdf
Minor League Golf LLC - Citrus Golf Trail FYI.pdf
Citrus Golf Trail Grant Application.pdf
Minor League Golf LLC - Visit Sebring Classic FYI.pdf
Visit Sebring Grant Application.pdf
01.28.22 Draft TDC Minutes.docx

13.B *Board payables from March 1, 2022 to March 14, 2022*

14 ADJOURN

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

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

PRESENTER: **Denise Williams, County Veteran Services Officer**

SUBJECT/TITLE: **Proclamation Honoring World War II Veteran Carl Lundgren, Jr. on His 100th Birthday**

STATEMENT OF ISSUE

Carl, Lundgren, Jr., was born on February 25, 1922, to his parents, Carl and Alice Lundgren, in Westville, Pennsylvania and recently celebrated his one
hundredth birthday. Carl Lundgren, Jr., served honorably in the United States Marine Corp during World War II from September 2, 1942 through April 4, 1946, in the Southwest and Central Pacific Theaters, and achieved the rank of Corporal; and Corporal Lundgren was awarded the Purple Heart on October 8, 1944.

RECOMMENDED ACTION

Recognize and celebrate the one hundredth birthday of Highlands County Citizen, Carl Lundgren, Jr., on his Centennial birthday, and honor Mr. Lundgren
and members of the Greatest Generation who served in defense of our freedom.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Lundgren Proclamation.pdf

Proclamation

HONORING WORLD WAR II VETERAN, CARL LUNDGREN, JR., ON HIS ONE HUNDREDTH BIRTHDAY

WHEREAS, Carl, Lundgren, Jr., was born on February 25, 1922, to his parents, Carl and Alice Lundgren, in Westville, Pennsylvania and recently celebrated his one hundredth birthday; and

WHEREAS, Carl Lundgren, Jr., served honorably in the United States Marine Corp during World War II from September 2, 1942 through April 4, 1946, in the Southwest and Central Pacific Theaters, and achieved the rank of Corporal; and

WHEREAS, Corporal Lundgren was awarded the Purple Heart on October 8, 1944, for wounds received in action.

NOW, THEREFORE, BE IT PROCLAMED, that the Highlands County Board of County Commissioners recognizes and celebrates the one hundredth birthday of Highlands County Citizen, Carl Lundgren, Jr., on his centennial birthday, and honors Mr. Lundgren and members of the Greatest Generation who served in defense of our freedom.

DONE AND ADOPTED THIS 15 day of March, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____

Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Mar 15, 2022

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

SUBJECT/TITLE: **Request approval of a Proclamation recognizing the week of March 14-18, 2022 as Government Finance Professionals Week**

STATEMENT OF ISSUE

This is the 3rd year that the Government Finance Professionals Week is being sponsored by the Florida Government Finance Officers Association (FGFOA), a professional association founded in 1937 and serving more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts, and private firms.

During the week of March 14-18, 2022, the FGFOA is sponsoring Government Finance Professionals Week. The week will consist of a series of activities aimed at recognizing government finance professionals and the vital services that they provide for local government and the community in which they serve. During this week, government finance professionals throughout the state will be recognized and acknowledged for their hard work, dedication and leadership.

The professional finance officer's knowledge, integrity and dedication make certain that funds entrusted to government are properly budgeted, disbursed and accounted for. This accountability is a key ingredient to ensure people's faith in government.

Locally, we would like to recognize the finance and budget professionals who serve our local governments in various capacities, many of which are here today. These individuals hold various professional designations including Certified Public Accountant, Certified Internal Auditor, and Certified Government Finance Manager.

RECOMMENDED ACTION

Move to approve the proclamation recognizing the week of March 14th as Government Finance Professionals Week.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Gov't Finance Professional Week Proclamation.pdf

HIGHLANDS COUNTY
GOVERNMENT FINANCE PROFESSIONALS WEEK
MARCH 14-18, 2022

WHEREAS, The Florida Government Finance Officers Association (FGFOA) is a professional association founded in 1937, serving more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts, and private firms; and

WHEREAS, the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership, and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by the FGFOA and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

NOW THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim March 14-18, 2022, as Government Finance Professionals Week in the County of Highlands and extends our appreciation to all government finance professionals throughout the state, and here in the County of Highlands, for their hard work, dedication and leadership.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Highlands County to be affixed this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

_____
Kathleen G. Rapp, Chairperson

(SEAL)
ATTEST:
BY: _____
Jerome N. Kaszubowski, Clerk of Courts

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Recognition of Richard Fleeger, Parks and Facilities Superintendent on his retirement.**

STATEMENT OF ISSUE

Richard Fleeger started his career with the Board of County Commissioners in 2006 as Assistant Supervisor/Finish Carpenter. He was promoted to Facilities Manager in 2015. In 2018 he was promoted to Parks & Facilities Superintendent. During his 16 years of employment with the County Ric managed many projects and provided excellent leadership to his department.

RECOMMENDED ACTION

Presentation to recognize Richard Fleeger, Parks and Facilities Superintendent on his retirement.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Recognition of Deputy Chief Tim Eures on his retirement**

STATEMENT OF ISSUE

Tim Eures has been involved in the fire service for more than four decades beginning in 1991 during which time he completed his master's in business administration. He is a fourth-generation resident of Highlands County and third generation fire fighter. During his 30 years with Public Safety, the County has been rewarded with the completion of the Emergency Operations Center, 50 new fire apparatus and six new fire stations.

His guidance and encouragement have been a tremendous asset to Public Safety and the Community he served; we have been very fortunate to have his wealth of experience and expertise to rely on.

RECOMMENDED ACTION

Recognize Deputy Chief Tim Eures on his retirement

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Recognition of Paramedic Litton Walker on his retirement**

STATEMENT OF ISSUE

Litton Walker III began his career with the Board of County Commissioners in November of 1993 as an EMT with the Emergency Medical Services Department and was promoted to Paramedic in 1998. Litton has witnessed many changes in EMS and is involved in community projects that shine a light on First Responders. For example, the Highlands County 911 Memorial and the Annual Chicken BBQs at Station 9 where he continues his service as a Lieutenant for the West Sebring Volunteer Fire District.

RECOMMENDED ACTION

Presentation to recognize Paramedic Litton Walker on his retirement

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the March 1, 2022 regular meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the March 1, 2022 regular meeting of the Board.

Attachments: 030122REG.pdf

REGULAR MEETING OF THE BOARD, MARCH 01, 2022

1. The meeting was called to order at 9:07 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

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

2. INVOCATION

The meeting opened with a prayer led by Pastor Norm Freeburg, with the Spring Lake Baptist Church.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Bob Kapp, U.S. Army, with the Tanglewood Veteran Committee.

4. ANNOUNCEMENTS

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, March 1, 2022, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, March 2, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, March 3, 2022, at the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, March 15, 2022, at 3:00 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Highlands County Zoning Board of Adjustment will hold a Public Hearing on Tuesday, March 8, 2022, at 3:00 p.m., in the Commissioners Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Housing Authority will meet at 10:00 a.m. on Tuesday, March 8, 2022, at 2300 Hope Circle, Sebring, FL.

The Affordable Housing Advisory Committee will meet at 3:30 p.m. on Wednesday, March 9, 2022, in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission (IDA/EDC) will hold a regular meeting on Wednesday, March 9, 2022, at 7:30 a.m., at the Lake Placid Town Hall, 1069 US Hwy 27 N., Lake Placid, FL.

The Placid Lakes Special Benefit District will hold a town hall meeting on Monday, March 14, 2022, at 5:30 p.m., at the Placid Lakes Community Center, 2010 Placid Lakes Blvd., Lake Placid, FL.

The Highlands Park Estates Special Benefit District will hold a town hall meeting on Tuesday, March 15, 2022, at 5:30 p.m., at the Highlands Park Estates Community Center, 16415 Deerglen Blvd., Lake Placid, FL.

The Sun 'N Lakes of Lake Placid Recreation District will hold a town hall meeting on Monday, March 21, 2022, at 6:00 p.m., at the Sun 'N Lakes of Lake Placid Community Center, 440 S. Sun 'N Lakes Blvd., Lake Placid, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, announced that Operation Green Light will take place on March 31, 2022 and April 1, 2022, from 8:00 a.m. to 5:00 p.m., at the Highlands County Courthouse. Operation Green Light allows customers to reinstate their driver's license by paying overdue court fines, while their collection fees are waived.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Highlands County Broadband Project Presentation.

Meghan DiGiacomo, Executive Manager of Business & Economic Development, gave a brief presentation on the Highlands County Broadband Project. ***See SMB 146 Page 68.***

Ms. DiGiacomo recognized Commissioner Campbell, who is their Broadband Champion, and stated staff keeps him updated regularly on the project.

Ms. DiGiacomo and the County Administrator answered questions raised by the Commission.

B. Proclamation for March 2022 as Purchasing Month.

Christine Davis, Purchasing Manager, presented the Proclamation recognizing March 2022 as Purchasing Month and announced that as part of the planned activities, they have an open house scheduled for March 22, 2022 from 9:00 a.m. to 11:00 a.m., at South Florida State College. Lori DeLoach, Purchasing Analyst, and South Florida State College will co-host the event.

Ms. Davis read the Proclamation into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing March 2022 as Purchasing Month. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 129 & SMB 146 Page 69.***

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

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

Commissioner Campbell commented on Consent Agenda items 8E thru 8J, regarding the Tourist Development Council events that are coming to Highlands County.

Commissioner Roberts commented on the library books (Consent Agenda items 8B & 8C) that were catalogued and stated it was quite interesting & impressive that the libraries donate back to the community. The County Administrator concurred.

In regards to the library audit, Commissioner Tuck recognized Vikki Brown, Highlands Library Systems Manager, because the audit was 100% correct and asked Ms. Brown come before the Commission to provide an update on the grants she applied for and received. Vikki Brown, Highlands Library Systems Manager, stated that our county system is part of the Heartland Library Cooperative which oversees five counties in the area and not only is her role as the manager for Highlands County, but she is also the coordinator for the Heartland Library Cooperative, and seeks grants to benefit all five counties.

Ms. Brown stated they've recently applied for various grants and received funds to obtain the following:

- Mobile Library: This would go to all five counties and underserved areas to allow people to register for library cards, check out materials, and use the internet because there will be hot spots located at that mobile library.
- Outreach Library: This grant gives each individual library the means to go out into the community and do pop-up story times or register people onsite for library cards and give them information on what their libraries are doing in their community.
- Video Grant: This grant will allow them to make videos and post them online for families to see so they may enjoy programming from their home.

Ms. Brown stated they also received a grant that benefits all five counties and allows students to access the public library system and helps provide electronic materials.

The Commission recognized Ms. Brown for her work with applying for these grants.

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

A. Request approval of the minutes from the February 1, 2022 and February 15, 2022 Regular Meetings of the Board. *See Clerk of Court's website.*

B. Request approval to declare the indicated lists of Sebring Public Library materials surplus and allow items to be donated to the Sebring Friends of the Libraries, nonprofit. *See SMB 146 Page 70.*

C. Request approval to declare the indicated lists of Lake Placid Memorial Library materials surplus and allow items to be donated to the Lake Placid Friends of the Libraries, nonprofit. *See SMB 146 Page 71.*

D. Request to approve reimbursement for existing driveway inspection, Permit No. 22010602. *See SMB 146 Page 72.*

E. Request approval of Special Event Grant contract for Bono Bilt Youth Wrestling with Airstream Ventures, LLC as recommended by the Tourism Development Council. *See Tourist Development Council file.*

F. Request approval of Special Event Grant contract for American Cornhole League: Cornhole Championship with Airstream Ventures, LLC as recommended by the Tourism Development Council. *See Tourist Development Council file.*

G. Request approval of Special Event Grant contract for The High School Lacrosse Tournament with Airstream Ventures, LLC as recommended by the Tourism Development Council. *See Tourist Development file.*

H. Request approval of Special Event Grant contract for The Heartland Triathlon as recommended by the Tourism Development Council. *See Tourist Development Council file.*

I. Request approval of Special Event Grant contract for The Citrus Golf Trail Open with the Minor League Golf, LLC as recommended by the Tourism Development Council. *See Tourist Development Council file.*

J. Request approval of Special Event Grant contract for The Visit Sebring Classic Golf Tournament with the Minor League Golf, LLC as recommended by the Tourism Development Council. *See Tourist Development Council file.*

K. Request adoption of Resolution 21-22-64 for Budget Amendment 21-22-043 to appropriate additional funding for Legal Aid professional services. *See Res. Book 32 Page 130 & SMB 146 Page 73.*

L. Request adoption of Resolution 21-22-78 for Budget Amendment 21-22-054 to move estimated budgeted funds into Project 21067 (Hazards Analysis Grant 21-22). *See Res. Book 32 Page 131 & SMB 146 Page 74.*

M. Request adoption of Resolution 21-22-79 for Budget Amendment 21-22-055 to realign American Rescue Plan Act (ARPA) federal grant funds from Project 20056 to Project 20085. *See Res. Book 32 Page 132 & SMB 146 Page 75.*

N. Request adoption of Resolution 21-22-81 for Budget Amendment 21-22-057 for realigning funds and to appropriate Insurance Proceeds for a Road and Bridge truck that was totaled in a wreck. *See Res. Book 32 Page 133 & SMB 146 Page 76.*

9. PUBLIC HEARING

A. Update to the Sebring Regional Airport and Industrial Park Community Redevelopment Agency Plan.

Sherry Sutphen, County Attorney, stated the entire attachment to the proposed resolution was not included in the final agenda, she has brought copies to provide to the Commission and public. A copy was also provided to the Clerk for the record.

C. Berk Edwards, General Counsel to CRA, and Jared Beck, Stantec Consultant, gave a brief presentation. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Commissioner Kirouac thanked Mr. Edwards and Mr. Beck for the informative presentation and stated he appreciates their leadership and hard work. Mr. Kirouac also stated that the commissioners met individually with the Sebring Airport & CRA and shared that he is excited for Highlands County and the opportunities with seeing the expansion at the airport.

Commissioner Roberts echoed Commissioner Kirouac's comments.

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

Commissioner Campbell moved approval to adopt by Resolution 21-22-69, Updating the Redevelopment Plan of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 134, Proof of Publication file & SMB 146 Page 77.***

10. ACTION AGENDA

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

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

A. Request approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the Arbuckle Creek Road Turn Lane, Financial Project No. 436644-1-54-01, Project No. 16002, and ITB No. 22-006, in the amount of $719,798.55.

Robert A. Diefendorf, Jr., Engineer Project Manager, presented the request. Mr. Diefendorf and Randy Vosburg, County Administrator, answered questions raised by Commissioner Tuck.

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

Commissioner Kirouac moved approval of an agreement between Highlands County and Excavation Point, Inc., for the construction of the Arbuckle Creek Road Turn Lane, Financial Project No. 436644-1-54-01, Project No. 16002, and ITB No. 22-006, in the amount of $719,798.55. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Excavation Point, Inc. file.***

B. Request to adopt Resolution 21-22-77 for Budget Amendment 21-22-052 to appropriate the Loan Proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2021.

David Nitz, OMB Manager, presented the request.

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

Commissioner Tuck moved approval to adopt by Resolution 21-22-77 for Budget Amendment 21-22-052 to appropriate the loan proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2021. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 135 & SMB 146 Page 78.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the updated County Attorney Log as of February 21, 2022 and stated there are no new lawsuits. ***See SMB 146 Page 79.***

Ms. Sutphen addressed the Commission on Informational Item 13.B., stating this is the same interlocal agreement they had approved at the last Board meeting (February 15, 2022 – Consent Agenda Item 8J), but received a request

from the Town of Lake Place to change the word "CITY" to "TOWN" throughout the document. Ms. Sutphen stated they did in fact make that change and this is a new agreement before them today.

Ms. Sutphen provided an update on the Community Garden and addressed Commissioner Tuck's question.

Commissioner Roberts questioned the status of the Girl Scout property. Ms. Sutphen and the County Administrator provided an update.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report as of February 15, 2022. ***See SMB 146 Page 80.***

12. COMMISSIONERS

In regards to a citizen's concerns with his neighbor having 25 dogs in their residential neighborhood (November 2, 2021 Board meeting - Public Comment), Commissioner Tuck stated she has been approached with a petition asking for assistance. Commissioner Tuck shared that she has asked the County Attorney to look at the way other counties handle this issue, as well as consideration of an ordinance that would restrict a certain number of dogs in residential neighborhoods.

Chairman Rapp asked to keep Ukraine and the world in our prayers.

13. INFORMATIONAL

A. Board payables from February 15, 2022 to February 28, 2022. *See Check Reports 2022 file.*

B. Interlocal agreement between Highlands County, Florida, and the Town of Lake Placid, Florida, related to Recycling. *See SMB 146 Page 81. The original agreement is filed with the Town of Lake Placid file.*

14. ADJOURN

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

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

The meeting was adjourned at 10:32 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval to amend a Tourist Development Special Event Project Grant, increasing the grant amount by $6,000, bringing the grant total to $16,000 from the original $13,000 in 2022 and 2023, as requested by the American Junior Golf Association (AJGA) and per the recommendation of Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended an amendment to increase a Tourist Development Special Event Project Grant, for the American Junior Golf Association (AJGA) by $6,000 increasing each year by $3,000 for 2022 and 2023.

The request was made to support the change in format for the American Junior Golf Association (AJGA) tournament (please see their attached letter).

RECOMMENDED ACTION

Move to amend a Tourist Development Special Event Project Grant, increasing the grant amount by $6,000, bringing the grant total to $16,000 from the original $13,000 in 2022 and 2023, as requested by the American Junior Golf Association (AJGA) and per the recommendation of Tourism Development Council.

FISCAL IMPACT

The fiscal impact will allocate up to an additional $3,000.00 from Fund 152 (Tourist Development Trust), Cost Center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services) during the current Fiscal Year 21/22 as well as for Fiscal Year 22/23.

Attachments: 01.28.22 Draft TDC Minutes.docx
AJGA.pdf
AJGA.Change Order1.CB.pdf
tdc.pdf

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
January 27, 2022 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:14 a.m. by Christine Hatfield.

Roll Call

Council Members Present:
Mark Stewart
Christine Hatfield
Vicki Pontius
Bill Brantley
Diane Rydecki
Commissioner Chris Campbell
Brittany McGuire

Council Members Absent:
John Story
Cynthia Garren

Also, Present:
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Secretary
Chantel Brutus, Legal Services
Alan Verlander and Kenedy Grayson, Airstream Ventures, LLC
Daniel Andrews, Heartland Triathlon, Inc.
Scott Turner, Minor League Golf, LLC
Allison Braunstein and Terry Moony, EVOK

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

Christine Hatfield introduced Councilwoman Brittany McGuire to the council.

2. Acceptance of TDC Meeting Minutes of October 28, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of October 28, 2021. Mr. Stewart made a motion, seconded by Mr. Brantley to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending September 30, 2021, which makes a total up to date of $880,899. Not sure where the $880,899 number came from. Our revenues for year to date ending September 30, 2021 were $1,174,532, which was a record high. October 2021 collections were also a record high for the month of October at $116,328.

Ms. Disalvo advised Leads and information requests continue to rise.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt advised that Ms. Fletcher was unable to attend. Presentation of the award is postponed.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. The TDC has been approved from Grant income from the FL Sports Foundation totaling $47,598. Ms. Hartt noted that collections for October 2020 to September 2021 was $1,174,532, which was $100,000 higher than what was budgeted. Ms. Hartt recommended adding $100,000.00 to the 21-22 TDC budget. A motion to amend the budget was made by Ms. Pontius, seconded by Commissioner Campbell. Upon roll call the Council voted aye. The motion passed.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder of 2022 and into 2023. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event was to everyone in Highlands County. He went over new events that will impact 2022 and 2023.

C. Website & Search Update, EVOK Advertising

Ms. Braunstein and Mr. Moony provided a marketing presentation on the Visit Sebring website. They demonstrated the improvements they have made to make the website more user friendly and generate more traffic to the site.

6. Items for Voting

A. Heartland Triathlon (June 4-5, 2022). Sports Event Grant requesting $10,000

Mr. Turner from the Heartland Triathlon Inc. requested up to $10,000. for promotional items, MOT fees and out-of-county marketing for the Heartland Triathlon. The 2022 event will be June 3-5, 2022.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for up to $10,000 based solely on $20/verified room nights for promotional items and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Visit Sebring Classic (April 12-14, 2022). Years #2 (2022) & #3 (2023) New Event Grant requesting $13,000 /year.

Mr. Andrews from Minor League Golf, LLC, requested $13,000 for year #2 (2022), and $13,000 for year #3 (2023) for venue fees, event officials, and digital marketing outside Highlands County for the Visit Sebring Classic Golf Tournament. TDC's staff recommendation was $9,750 per year.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for $9,750/year (2022 and 2023) for venue rental, event officials and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

C. Citrus Golf Trail Open (Nov. 29-Dec. 2, 2022). Years #2 (2022) & #3 (2023). New Event Grant requesting $16,000/year.

Mr. Turner from Minor League Golf, LLC, requested funding of $16,000/year, as a 3-year, New Event Grant with funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open. Upon roll call, all Council members voted aye. The motion passed.

D. ACL Cornhole Championship (May 13-15, 2022). New Event Grant requesting $24,500 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the ACL Cornhole Championship as a 3-year, New Event Grant with funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for ACL Cornhole Championship. Upon roll call, all Council members voted aye. The motion passed.

E. High School Lacrosse Tournament (May 14-15, 2022). New Event Grant requesting $30,000 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the High School Lacrosse Tournament (May 14-15) as a 3-year, New Event Grant with funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the High School Lacrosse Tournament. Upon roll call, all Council members voted aye. The motion passed.

F. Bono Bilt Youth Wrestling Showdown (June 17-19, 2022). Year #2 & #3 (2023) New Event Grant requesting $20,000/year

Mr. Verlander from Airstream Ventures requested funding for the Bono Bilt Youth Wrestling Tournament as a 3-year, New Event Grant with funding up to $20,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing platform, marketing, and web broadcast.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the Bono Bilt Youth Wrestling Tournament. Upon roll call, all Council members voted aye. The motion passed.

G. GFNY Marathon date change request to Oct. 22, 2022

Ms. Fluhme was unable to attend the meeting, so Ms. Hartt advised the date change will have both GFNY marathon/cycling events on the same weekend. The change would be for this year only.

Ms. Pontius made a motion, seconded by Ms. Rydecki, to approve the date change of the GFNY Marathon to October 22, 2022. Upon roll call, all Council members voted aye. The motion passed.

H. AJGA grant contract amount change request to $16,000/year for 2022 and 2023

Mr. Rogers from American Junior Golf Association requested grant contract amount change from $13,000 to $16,000/year for 2022 and 2023 for the American Junior Golf Association.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant increase from $13,000 to $16,000 for 2022 and 2023. Upon roll call, all Council members voted aye. The motion passed.

I. New Description for Tourist Development Coordinator/Admin Position

Ms. Sauls requested the position of Administrative Secretary of the Tourist Development position be changed to Tourist Development Coordinator. The pay grade would go from 105 to 108.

Ms. Pontius made a motion, seconded by Mr. Stewart to approve the Tourist Development position be changed to Tourist Development Coordinator. Upon roll call, all Council members voted aye. The motion passed.

7. Old Business/Discussion

A. Tourist Development Tax Letter

Ms. Sauls reported that tax letters were mailed on January 3, 2022 with one person contacting the TDC office with questions.

B. 2022 TDC Meetings: April 28, August 11, October 27. TDC members approved these dates for future TDC meetings during 2022.
C. Volunteer Opportunities. Ms. Hartt provided a list of volunteer opportunities with tourism-related events and asked TDC members to share with interested groups/individuals.

8. Public Input

9. Board Member Roundtable

Mr. Brantley advised the Board Members of his resignation as he is no longer an owner at Lakeshore Resort and no longer fulfills the requirements of his seat on the TDC.

10. Upcoming Meeting

A. Citrus Golf Trail Meeting on January 27, 2022 @ 10:45 AM at Sun 'N Lake Golf Club
B. Art & Culture Stakeholder Meeting on February 24 @ 10:00 AM at SFSC/Avon Park
C. TDC Board Meeting April 28, 2022 @ 8:15 AM, Government Center, Boardroom
D. Agritourism Forum: August or September 2022

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:29 a.m.

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

American Junior Golf Association

1980 SPORTS CLUB DRIVE • BRASELTON, GA 30517 • (770) 868-4200 • AJGA.ORG • A 501(c)(3) NONPROFIT ORGANIZATION

Developing Golf's Next Generation

Dear Highlands Co. Tourist Development Council (TDC),

Hope this finds you doing well. My name is Adam Rogers and I am the Sr. Regional Director - Florida for the American Junior Golf Association. The AJGA is set to host the Visit Sebring Preview at Sun N' Lake the weekend of April 8-10, 2022. This will be the second of a three year contract we have with Visit Sebring. I am writing this letter to kindly ask for an increase in our allocated grant amount from $13,000 to $16,000. The ask is in response to a change in our tournament format. With adding a 78-player Qualifier on Friday, April 8th we expect around 78-100 additional hotel room nights in the Sebring area. This increase of participants should allow us to exceed the original grant amount of 150 hotel rooms so an amendment would allow for us to be compensated for this increase. I greatly appreciate your consideration as we get ready for the 2nd Visit Sebring Preview in a couple months.

All the best.

Adam Rogers
Sr. Regional Director - Florida
AJGA
(770) 825-1001
arogers@ajga.org

Thursday, January 20, 2022 at 12:26:51 Eastern Standard Time

Subject: RE: URGENT: AJGA Grant with Visit Sebring/County
Date: Thursday, January 20, 2022 at 9:25:57 AM Eastern Standard Time
From: Adam Rogers
To: Hartt, Casey
Attachments: image001.png, image004.jpg, image005.png, image002.png

Yes correct. Thanks.

From: Hartt, Casey <casey@visitsebring.com>
Sent: Thursday, January 20, 2022 9:01 AM
To: Adam Rogers <arogers@AJGA.ORG>
Subject: Re: URGENT: AJGA Grant with Visit Sebring/County

Thank you. And just to be clear, your request to increase to $16,000 is for 2022 and 2023, correct?

Casey W. Hartt
Visit Sebring
VisitSebring.com
(863) 402-6909

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME:	AMERICAN JUNIOR GOLF ASSOCIATION
ADDRESS:	1980 SPORTS CLUB DRIVE, BRASELTON, GA 30517
EIN NO:	58-1433914

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and AMERICAN JUNIOR GOLF ASSOCIATION dated August 27, 2020, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with **Exhibit "A"** attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

Dated this ____ day of _____ 2022.

AMERICAN JUNIOR GOLF ASSOCIATION

By: _____
Print: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____ as the _____ of AMERICAN JUNIOR GOLF ASSOCIATION, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

_____
NOTARY PUBLIC, State of _____

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"
Grant Application

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: $ 16,000 ($10,000 + ROOM NIGHT REVENUE)
Years 2022 & 2023.

I. General Information

1. Name of Applicant: AMERICAN JUNIOR GOLF ASSOCIATION
2. Name of Event: VISIT SEBRING PREVIEW
3. Contact person: ADAM ROGERS
4. Contact person e-mail: AROGERS@AJGA.ORG
5. Complete address of Applicant: 1980 SPORTS CLUB DR., BRASELTON, GA 30517
   Cell phone: (770) 825-1001
6. Applicant's Chief Official/Event Coordinator: STEPHEN HANLIN / ADAM ROGERS
   Title: EXECUTIVE DIRECTOR / SR. REGIONAL DIRECTOR
   Address if different from above: "
   Cell phone: "
   Email: "
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts:
   2021 – $23,000
8. Amount Applicant is requesting for the Event/Project: $ 16,000
9. Intended use of funds: SITE FEES & BID FEE

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

II. Details about Applicant: (describe your business or organization)

III. Schedule of Event:

IV. Event Specific Information

1. Event name: VISIT SEBRING PRESENTS
2. Type of event: JUNIOR GOLF TOURNAMENT
3. Dates of Event: APRIL 9-11, 2021
4. Location of Event: TBD
5. Number of days: Hours: 3 DAYS (9 HOURS EACH DAY)
6. Projected number of out of town participants: 78
   Out of state: 20
   In-state: 58

7. Projected number of attendees per day: 78 PLAYERS - 100-150 PARENTS/SPECTATORS

8. Projected number of media, staff, officials:
   Out of state: 12
   In-state: 2

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

11. Event Admission Price (if applicable)

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 150 - 200

13. 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*).

(SEE ATTACHED)

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

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

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**
FACILITY RENTAL	$10,000
PROMOTIONAL ITEMS (GOLF SHIRTS & TOWELS)	$2,500
HOSTING FEES	$10,000
OPENING RECEPTION	$5,000
NOTE: THESE ARE TENTATIVE.	$
TOTAL EVENT EXPENSES	$ 27,500
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
THE PRICE OF RUNNING A FIRST CLASS AAGA PREVIEW IS	
BETWEEN $25,000 - $30,000. THE ABOVED EXPENSES ARE	
TENTATIVE BIT REFLECT A REASONABLE EXPECTATION.	
TOTAL TDC EXPENSES	$ 24,000

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)
REGISTRATION FEES ($215 PER PLAYER)	$ 16,770
Visit Sebring/TDC Funding Request	$ 24,000
TOTAL INCOME ALL SOURCES	$ 40,770

Grant Application Checklist

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

Initials

AH — This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: April 9-11, 2021
Date of Application: July 10, 2020

AH — 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 10, 2021 (date 60 days after event ends).

AH — I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by ASAP. (date one week after the application is submitted to and accepted by the Tourism Office)

AH — 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.

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

AH — 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.

AH — 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.

AH — 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.

AH — 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.

AH — 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.

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

ALL 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)

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

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

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

ALL Applicant has included a detailed Marketing Plan for the Event.

ALL Applicant has included a sample Attendee Survey for the Event. (AUGTA REGISTRATION)

ALL As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment.

ALL 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.

ALL 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.

ALL 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.

Authorized Agent: ADAM. R ROGERS

Title: REGIONAL DIRECTOR – FLORIDA *Date:* _____

Authorized Agent Signature: _____

SMART Objective Worksheet

Draft Goal:

_____

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	THE AXCA WANTS TO UPHOLD THEIR OBJECTIVE OF HOSTING A FIRST CLASS JUNIOR GOLF TOURNAMENT THE DESIRED RESULT IS TO PROVIDE A FIRST CLASS EXPERIENCE TO ALL PLAYERS & PARENTS.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	SUCCESS: NO INJURIES, GREAT EXPERIENCE, ABILITY TO GIVE MONEY BACK TO CHARITY. (OPERATE IN BLACK) YEAR-BY-YEAR INCREASE EXPERIENCE, CHARITABLE FOOTPRINT & IMPACT ON SEBRING
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	GOALS ARE ACHIEVABLE WITH BUY-IN FROM COMMUNITY.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	YES! THIS IS A TEAM EFFORT.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	THE GOAL WILL BE REACHED BUT WE HAVE EACH YEAR TO EXPAND ON THAT GOAL & REACH NEW HEIGHTS.

Final Goal:

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: ADAM R. ROGERS

Date: 2/14/2022

By: _____
(Signature)

Its:

(Title)
State: FLORIDA County: DUVAL

Before me this day personally appeared ADAM P. ROGERS (name) as SR. REGIONAL DIRECTOR (title) of AMERICAN JR. GOLF ASSOC (applicant) to me well known or produced identification FL D.L. 2/10/23 (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)

My Commission expires (date)

JOSEPH F. SANTORA
MY COMMISSION # GG 290939
EXPIRES: February 18, 2023
Bonded Thru Notary Public Underwriters

Signature of Notary

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 6, 2020

PRESENTER: **Casey Hartt, TDC Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Tax Grant in the amount up to $24,000 for 2021, $13,000 for 2022, and $13,000 for 2023 for the American Junior Golf Association (AJGA)Visit Sebring Preview.**

STATEMENT OF ISSUE

The Tourist Development Council on August 20, 2020, at the specially scheduled meeting, recommended reimbursing American Junior Golf Association (AJGA) in the amount up to $24,000 for 2021, $13,000 for 2022, and $13,000 for 2023 - to cover eligible costs associated with out-of-County advertising, promotional items, and event fees for the AJGA Visit Sebring Preview.

RECOMMENDED ACTION

Move to approve the New Event Tourist Development Tax Grant in the amount up to $24,000 for 2021, $13,000 for 2022, and $13,000 for 2023 for the American Junior Golf Association (AJGA) Visit Sebring Preview.

FISCAL IMPACT

This approval will allocate up to $50,000 from Fund 152 (Tourist Development Trust) over the next three fiscal years. This Agreement is included in the FY 20/21 Adopted budget in cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services).

Attachments: AJGA Grant Application.pdf
AJGA Grant Contract.pdf
8-20-2020 Draft Minutes.doc

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AMERICAN JUNIOR GOLF ASSOCIATION
ADDRESS: 1980 SPORTS CLUB DRIVE
BRASELTON, GA 30517
EIN NO: 58-1433914

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 **American Junior Golf Association** 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, 2023.

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-Four Thousand Dollars ($24,000) in 2021, Thirteen Thousand ($13,000) in 2022, & Thirteen Thousand ($13,000) in 2023 for the AJGA Visit Sebring Preview Tournament, with room verifications required, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. 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, 2019.

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 27th day of August 2020.

American Junior Golf Association, A non for profit organization.

By: _____
STEPHEN HAMBURG, President

SIGN HERE

ATTEST:

By: _____
JASON MILLER, Secretary

SIGN HERE

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
William R. Handley, Chairman 10/06/2020

ATTEST:

By: _____
Clerk of Courts 10/06/2020

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VISIT Sebring
AVON PARK & LAKE PLACID, FL

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Special Meeting
August 20, 2020 @ 8:15 a.m.

Draft TDC Special Meeting Minutes

1. The meeting was called to order at 8:17 a.m. by Commissioner Brooks.

Roll Call

Council Members Present:

Commissioner Jim Brooks
Cindy Garren
Mark Stewart
Diane Rydecki
Maria Sutherland
Christine Hatfield

Council Members Absent:
Tenille Drury-Smith
Bill Brantley
Vicki Pontius

Also, Present:

Leah Sauls, Interim Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Liz Barber, Sebring Chamber
Lidia Fluhme, GFNY
Adam Rogers, AJGA

Commissioner Brooks and Chantel Brutus established that a quorum was present, and the meeting was properly noticed.

Commissioner Brooks introduced Leah Sauls as the new Interim Development Services Director pending BOCC approval of the permanent Development Services Director, replacing Benjamin Dunn.

2. Acceptance of TDC Meeting Minutes of July 23, 2020.

Commissioner Brooks inquired if there were any comments or changes to the minutes of July 23, 2020. Ms. Garren made a motion, seconded by Mr. Stewart to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Items for Voting

A. GFNY Florida Sebring Marathon New Event Grant request- up tp$65,000 for 2021, up to $55,000 for 2022, and up to $55,000 for 2023.
(Pending notarization due to extenuating circumstances)

Lidia Fluhme presented the GFNY New Event Grant Request application.

The GFNY Florida Sebring Marathon will be the only GFNY Marathon within the United States. The other GFNY marathons will be taking place in the Dominican Republic, Mexico, Peru and Bali. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Mrs. Garren made a motion, seconded by Ms. Sutherland to recommend approval of GFNY Florida Marathon New Event Grant request- up to $65,000 for 2021, up to $55,000 for 2022, and up to $55,000 for 2023.
Upon roll call, remaining Council members voted aye. The motion carried.

B. AJGA Visit Sebring Preview New Event Grant request- up to $24,000 for 2021, up to $13,000 for 2022, and up to $13,000 for 2023.

Adam Rogers presented the AJGA Visit Sebring Preview New Event Grant application.

The Visit Sebring Preview Tournament will consist of 78 junior golfers with the majority from out-of-county. The AJGA consists of different level tournaments that they hold for their 7,000 members. A Preview tournament is the first level for new AJGA members to compete at in order to move to the next AJGA tournament level. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Mrs. Garren made a motion, seconded by Ms. Sutherland to recommend approval of AJGA Visit Sebring Preview New Event Grant request- up to $24,000 for 2021, up to $13,000 for 2022, and up to $13,000 for 2023. Upon roll call, remaining Council members voted aye. The motion carried.

4. Old Business/Discussion

5. Public Input

6. Board Member Roundtable

7. Upcoming Meeting

A. Tourism Awards & Education Program Update: September 2, 2020 @ 2 p.m., Government Center, Boardroom

B. TDC Board: October 29, 2020 @ 8:15 a.m., Government Center, Boardroom

8. Adjournment

Commissioner Brooks adjourned the meeting at 08:58 a.m.

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

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked 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: $ 24,000 ($29,000 + ROOM NIGHT REVENUE)

I. General Information

1. Name of Applicant: AMERICAN JUNIOR GOLF ASSOCIATION
2. Name of Event: VISIT SEBRING PREVIEW
3. Contact person: ADAM ROGERS
4. Contact person e-mail: AROGERS@AJGA.ORG
5. Complete address of Applicant: 1980 SPORTS CLUB DR., BRADENTON, GA 30517
   Cell phone: 770-825-1001
6. Applicant's Chief Official/Event Coordinator: STEPHEN HANBLIN - ED / ADAM ROGERS - RD
   Title: EXECUTIVE DIRECTOR & REGIONAL DIRECTOR
   Address if different from above: "
   Cell phone: 770-825-1001
   Email: AROGERS@AJGA.ORG
7. Has Event ever received funding from the TDC? Yes (No)
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: $ 24,000
9. Intended use of funds: SEEKING 3 YEAR COMMITMENT

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

II. Details about Applicant: (describe your business or organization)

III. Schedule of Event:

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**
FACILITY RENTAL	$10,000
PROMOTIONAL ITEMS (GOLFBALLS & TOWELS)	$2,500
HOSTING FEES	$10,000
OPENING RECEPTION	$5,000
NOTE: THESE ARE TENTATIVE.	$
TOTAL EVENT EXPENSES	$27,500
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
THE PRICE OF ZINGING A FIRST CLASS AAGA PREVIEW IS	
BETWEEN $25,000 - $30,000. THE ABOVED EXPENSES ARE	
TENTATIVE BIT REFLECT A REASONABLE EXPECTATION.	
TOTAL TDC EXPENSES	$24,000

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)
REGISTRATION FEES ($215 PER PLAYER)	$ 16,770
Visit Sebring/TDC Funding Request	$ 24,000
TOTAL INCOME ALL SOURCES	$ 40,770

Grant Application Checklist

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

Initials

AH — This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: April 9-11, 2021
Date of Application: July 10, 2020

AH — 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 10, 2021 (date 60 days after event ends).

AH — I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by ASAP. (date one week after the application is submitted to and accepted by the Tourism Office)

AH — 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.

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ALL 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.

ALL 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.

ALL 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.

Authorized Agent: [signature] ADAM R. ROGERS

Title: REGIONAL DIRECTOR – FLORIDA *Date:* _____

Authorized Agent Signature: [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:

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	THE AVCA WANTS TO UPHOLD THEIR OBJECTIVE OF HOSTING A FIRST CLASS JUNIOR GOLF TOURNAMENT THE DESIRED RESULT IS TO PROVIDE A FIRST CLASS EXPERIENCE TO ALL PLAYERS & SPECTATORS.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	SUCCESS: NO INJURIES, GREAT EXPERIENCE, ABILITY TO GIVE MONEY BACK TO CHARITY. (OPERATE IN BLACK) YEAR-BY-YEAR INCREASE EXPERIENCE, CHARITABLE FOOTPRINT & IMPACT ON SEBRING
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	GOALS ARE ACHIEVABLE WITH BUY-IN FROM COMMUNITY.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	YES! THIS IS A TEAM EFFORT.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	THE GOAL WILL BE REVIEWED BUT WE HOPE EACH YEAR TO EXPAND ON THAT GOAL & REACH NEW HEIGHTS.

Final Goal:

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: Adam R. Rogers

Date: ~~7/12/20~~ 7/22/2020

By: _____
(Signature)

Its:

(Title)
State: ~~[illegible]~~FLORIDA County: DUVAL

Before me this day personally appeared Adam Richard Rogers (name) as Regional Director (title) of American Junior Golf Association (applicant) to me well known or produced identification FL Driver's License (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) JJacandong 7/22/2020

My Commission expires (date) 03/27/2022

Signature of Notary JJacandong

IV. Event Specific Information

1. Event name: VISIT SEBRING PRESENTS
2. Type of event: JUNIOR GOLF TOURNAMENT
3. Dates of Event: APRIL 9-11, 2021
4. Location of Event: TBD
5. Number of days: Hours: 3 DAYS (9 HOLES EACH DAY)
6. Projected number of out of town participants: 78
   Out of state: 20
   In-state: 58

7. Projected number of attendees per day: 78 PLAYERS - 100-150 PARENTS/SPECTATORS

8. Projected number of media, staff, officials:
   Out of state: 12
   In-state: 2

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

11. Event Admission Price (if applicable)

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 150 - 200

13. 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*).
(SEE ATTACHED)

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

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

Visit Sebring Preview TDC Application

II. Details about Applicant

The American Junior Golf Association is a 501 (c)(3) nonprofit organization dedicated to the overall growth and development of young men and women who aspire to earn college golf scholarships through competitive junior golf. The AJGA conducts over 120 junior golf tournaments across the country each year. We service over 7000 members from all over the globe.

III. Schedule of Events

Friday, April 9

8 a.m. – 12:10 p.m. – Practice Round (78 players)

Saturday, April 10

8 a.m. – 12:10 p.m. – First Round (78 players)

Sunday, April 11

8 a.m. – 12:10 p.m. – Final Round (78 players)

**Opportunity to host a welcome reception on Thursday night for participants that want to come into town early.*

13. What is the Guaranteed Minimum Number of Event Attendees? How many will be traveling from outside the county? How will you document attendees? Will you be providing the TDC with attendee contact information?

We will have 78 guaranteed participants. Each participant will travel with at least one parent, guardian or coach and most likely more. The percentage of attendees from outside the county is 95%. We do extend local exemptions to key stakeholders so there is a chance a couple participants will be local. The AJGA has an extensive registration process in which we capture where each participant is staying and how many nights. If they utilize the "Host Hotel" we will also capture the room number so we can cross reference with the property.

Marketing Plan

American Junior Golf Association

Visit Sebring Preview – April 9-11, 2021

Tournament Promotion

The American Junior Golf Association is in a unique spot in which we do not have to advertise to find participants. Fortunately, we will have a full 78 participants across the potential tournament being held in Sebring in 2021. However, we will send out information to local & national media informing them of the tournaments, key players, sponsors etc. This usually happens once the field is announced which is 5 weeks prior to the tournament. However, about 5 months prior to the tournament, the tournament microsite will go "live" and all partners logos with websites embedded will be displayed. The Visit Sebring logo would be displayed proudly and anyone that visits the microsite will be able to see the display.

Target Audience

Our target audience is the junior golfers but indirectly also their families who travel to the area with the players. These families will be directed to the tournament microsite for all things related to the tournaments. The microsite in 2019 featured close to 15,000 unique views while the AJGA website alone featured over 10 million unique views.

AJGA Deliverables to Visit Sebring

- Logo with website embedded on tournament microsite
- (4) 3'x5' banner displayed onsite during the tournament
- Additional banners or items displayed provided by Visit Sebring
- Ability to distribute material to the tournament players and their families
- AJGA will reach out to all local, regional and national media outlets highlighting the event and welcoming them to the tournament.
- Potential social media posts revolving around the tournament either on @AJGAGolf or @AJGAMedia

NOTES ABOUT AJGA SOCIAL PLATFORMS

Twitter

- Followers up 12% in the past year (+2,400) – up 176% in five years
- Currently nearly 23,300 followers on @AJGAGolf plus seven other account contributors from the AJGA brand

- Over 7.5 million interactions on Twitter since November 2017
- Average interaction rate 12% (higher than all other tours per Crowd Tangle)
- 96% of followers audited to be real (twitteraudit.com) – higher than all major tours
- Impression ranges per Navigate Research:
    - Status: 5,000 median; 23,000 high
    - Link: 4,234 median; 43,000 high
    - Photo: 5,826 median; 200,000 high
    - Video: 5,079 median; 223,000 high
- Philosophy: engage often with news and industry discussion, boost tournament coverage and leaders
- AJGA audience target: junior golfers, golf industry tastemakers, parents, college coaches – broadest spectrum
- AJGA audience averages: 75% male, 60% has a household income of +$75,000, 84% prefer premium brands, 94% have a core interest in sports.
- Overall audience averages: 330 million monthly users, about ¼ of all internet users have a twitter account, 37% of users are ages 18-29

Facebook

- Followers 27K (+3% one-year growth) – five-year growth: +141%
- Impression ranges per Navigate Research:
    - Link: 4,000 median; 30,000 high
    - Photo: 4,200 median; 95,000 high
    - Video: 11,377 median; 56,000 high
- Interaction rate is 1.7% (higher than most other tours – PGA TOUR is closest at 1.5%
- Philosophy: share as much of best photo and video from events as well as articles / news to boost AJGA website engagement, provide parents with the ability to amplify their kids' brands, utilize Facebook Live when it makes sense as a broadcast medium
- AJGA target audience: sponsors, parents, committees, juniors who engage
- AJGA audience averages: 61% male, 31% of all men are aged 18-24 and 45-54 while 31% of women are ages 35-54, average income $90K

- Overall audience averages: Largest of all social platforms, 2 billion+ active monthly users, 53% female users, 87 percent of online users 18-29 are on Facebook while 60 percent of ages 50+ are also online

Instagram

- Posts averaged 11K/per post impressions
- Current following: 50K (+45% in one year), up from 300 when account was established in 2013
- 500,000 interactions in the past year on all posts
- Interaction rate of 4% - higher than all tours (PGA TOUR is 1.6%)
- Currently best platform for Instagram stories – average 10K views, 82% completion rate, better link click-throughs than other platforms
- Philosophy: Best quality photos / high-quality video that tells a story, engages lots of members, amplifies events and are "Instagram-worthy" moments
- AJGA target audience: Millennial (junior golfers) but taste-making for all golf fans
- AJGA audience averages: 74% male, 50% are ages 18-34, average income $82K
- Overall audience averages: 800 million+ active monthly users, 68% overall users are female, 60% of internet users between 18-29 use Instagram

Snapchat

- Average views on content remains around 2K in 2018, conversion around 80% from first to last post
- Offers custom geofilters to track specific campaigns
- Estimated following: 5.5K
- Popular with professional players – nearly 1M views on Justin Thomas content
- AJGA use philosophy: in-the-moment content, "behind the scenes", takeover options from juniors or influencers on-site, emphasis on fun content
- With the growth of Instagram stories, we've moved more away from Snapchat in the latter part of 2018
- AJGA target audience: Millennial (interns, junior golfers)
- AJGA audience: unclear as platform offers fewest analytics tools, estimated to skew the youngest of all platforms

- Overall audience: 300 million+ monthly active users, 71% overall users are age 34 or younger, 70% are female

Website statistics

- Nearly 750,000 annual unique users
- Average session on AJGA.org 6 minutes, 12 seconds
- 75% returning users
- 89 percent users from the United States
- 62% mobile users

Business Plan to Increase Visitors Year-over-Year

The American Junior Golf Association proudly holds Preview tournaments to provide new members an opportunity to compete and increase their status within the organization and the rankings. After competitors compete in the Preview events, they move on to Qualifiers, Junior All-Star Series, Open & Invitational events. It is a natural progression as the boys and girls become more advanced with their game. With the increased stature of tournaments comes more exposure and costs.

Goal of Increased Visitors for Visit Sebring Preview

- Year 1 – the $23,000 of funding will allow the AJGA to work in the black and extend their footprint in the Sebring community. The AJGA will work with Visit Sebring to bring more partners into the experience of hosting a first-class junior organization.
- Year 2 – the $13,000 of funding will help cover some costs but ideally the added tournament partners will absorb the remaining costs and allow for a charitable impact on junior golf in the Sebring community. The AJGA's goal with their events is to provide a first-class experience but also leave a charitable footprint. For instance – the Billy Horschel Junior Championship in 2020 gave over $100,000 back to charity.
- Year 3 – the $13,000 of funding will help some costs and then the added tournament partners will absorb the remaining expenses and allow for a charitable impact. By Year 3, if we have the proper funding, we will look to increase the exposure of the event to a Junior All-Star. With the JAS tournament, we would also host a Qualifier which would see an additional 78 players come to the Sebring area and a potential for over 100 extra room nights.
- Year 4 and beyond – as more tournaments get involved, if we can ever get to the $50,000 funding level, we have the opportunity to look at an Open event which are extended number of days which directly would increase the number of room nights picked up.

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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.
American Junior Golf Association

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) ▶ C

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) ▶ 501(C)3

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.
1980 Sports Club Drive

6 City, state, and ZIP code
Braselton, GA 30517

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

5	8	–	1	4	3	3	9	1	4

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 ▶ Jason Miller, CFO Date ▶ 1/13/2020

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.*

Developing Golf's Next Generation

American Junior Golf Association

1980 SPORTS CLUB DRIVE • BRASELTON, GA 30517 • (770) 868-4200 • AJGA.ORG • A 501(c)(3) NONPROFIT ORGANIZATION

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Palm Springs, California
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Atlanta, Georgia

EXECUTIVE DIRECTOR
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Alpharetta, Georgia

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-80 for Budget Amendment 21-22-056 to bring forward fund balance within Fund 152 (Tourism Development Trust) into cost center 5307 (Tourist Dev. Promote/Advertise Lakes).**

STATEMENT OF ISSUE

The Tourism Development Division is requesting to bring forward the remaining funds from the Lakes Promotions (5307) cost center to go towards a bass fishing marketing campaign.

RECOMMENDED ACTION

Move to adopt resolution 21-22-80 for Budget Amendment 21-22-056 to bring forward fund balance within Fund 152 (Tourism Development Trust) into cost center 5307 (Tourist Dev. Promote/Advertise Lakes).

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Development Trust) in the amount of $3,035 from Fund Balance and will be appropriated in Cost Center 5307. (Promote/Advertise Lakes)

Attachments: 21-22-056 Tourist Dev-Promote_Advertise Lakes (BA).pdf
21-22-056R Tourist Dev-Promote_Advertise Lakes (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
February 17, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **2/17/2022** SUBMITTED BY: **OMB**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5307**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Tourist Dev - Promote/Advertise Lakes**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**152**		**3999100**	**Fund Balance Brought Forward**		**0.00**	**3,035.00**		**3,035.00**
E	**152**	**5307**	**54800**	**Promotional Activities**		**0.00**	**3,035.00**		**3,035.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To bring forward available fund balance to be used for a bass fishing marketing campaign.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-056**

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

RESOLUTION NO. 21-22-80

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-056 TO THE TOURIST DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-056 is hereby approved and authorized to bring forward available fund balance for cost center 5307 (Tourist Dev-Promote/Advertise Lakes) in the amount of $3,035.00 to be used for a bass fishing marketing campaign.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:	**Lance Marine, Parks & Facilities Director** **Sarah Albritton, Capital Project Manager**
SUBJECT/TITLE:	**Request adoption of resolution 21-22-82 for Budget Amendment 21-22-033 authorizing to appropriate funds for Project 21056 Carver Park Restrooms that is 50% RPAC, with a $5,000 contribution from the Highway Park Neighborhood Preservation and the remainder to come from Project 20038 Sebring Library Roof Replacement that is coming in under budget for a net increase in the amount of $5,000.00.**

STATEMENT OF ISSUE

The Parks & Facilities Management and the Highway Park Neighborhood Council (HPNC) submitted a Funding Request to RPAC on November 18, 2021, for 50% of the estimated cost of $48,375.00 to construct restrooms at Carver Park (MLK) Park. RPAC approved to fund 50% of the project, or up to $24,187.50.

At the January 18, 2022 Board meeting, county staff and HPNC presented the request to determine where the remaining needed funds would come from. After much discussion, the Board asked the staff to bring back a funding mechanism for the project. Since then, the HPNC held a fundraiser and was able to raise $5,000.00 toward the project. The staff would like to use funds from the Sebring Library Roof Replacement, Project 20038, which came in under budget for the remaining $19,187.50.

RECOMMENDED ACTION

Move to adopt resolution 21-22-82 for Budget Amendment 21-22-033 to appropriate funds for the construction of Carver Park Restrooms, Project 21056.

FISCAL IMPACT

The fiscal impact is an increase of $5,000 to Fund 151 (Infrastructure Surtax) and the overall budget. The remaining match balance ($19,187.50) will come from the Sebring Library Roof Replacement, Project 20038, which came in under budget.

Attachments: 21-22-033 Project 21056 Carver Park Restrooms (BA).pdf
21-22-033R Project 21056 Carver Park Restrooms (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
February 21, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **2/21/2022** SUBMITTED BY: **Richard Fleeger**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **2672A; 6101A**

PROJECT(S) #: **20038; 21056** PROJECT TITLE(S): **Sebring Library Roof Replacement; Carver Park Restrooms** COST CENTER TITLE(S): **Facilities Management 151; Recreation Dept 151**
*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	20038	305,919.62		19,187.50	286,732.12
E	151	2672A	56200Z	Project Buildings	20038	305,919.62		19,187.50	286,732.12
E	151	6101A	56300	Improvements Other Than		210,000.00		24,187.50	185,812.50
R	151		3999100Z	Project Fd Bal Forward	21056	0.00	19,187.50		19,187.50
R	151		3661000Z	Proj Donations/ Contributions	21056	0.00	5,000.00		5,000.00
E	151	6101A	56200Z	Project Buildings	21056	0.00	48,375.00		48,375.00

REASON: **To allocate funds for Project 21056 Carver Park Restrooms that is 50% RPAC, $5,000 contribution from the Highway Park Neighborhood Preservation and the remainder to come from Project 20038 Sebring Library Roof Replacement that is coming in under budget.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-033

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-82

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-033 TO THE INFRASTRUCTURE SURTAX TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-033 is hereby approved and authorized to appropriate funds for Project 21056 Carver Park Restrooms that is 50% RPAC, with a $5,000 contribution from the Highway Park Neighborhood Preservation and the remainder to come from Project 20038 Sebring Library Roof Replacement that is coming in under budget for a net increase in the amount of $5,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-87 for Budget Amendment 21-22-058 to reallocate funds within Project # 21008 (Small County Solid Waste Grant) and increase the grant award amount to $93,750.00 as stated in Florida Department of Environmental Protection (FDEP) Grant Agreement #SC215.**

STATEMENT OF ISSUE

In March of 2021 during budget preparation for the FY 21-22 Budget Year, county staff budgeted $90,909 in Account #51001Z, Project Personal Services, within Project # 21008 (Small County Solid Waste Grant. In September 2021 FDEP and Highlands County entered into an agreement for the Small County Consolidated Solid Waste Management Grant #SC215 in the amount of $93,750. The Grant documents that were submitted to FDEP are for reimbursement for the purchase of Landfill Equipment. Because the funds were budgeted in Account #51001Z, Project Personal Services, a Budget Amendment is necessary to move the funds to Account #56400Z, Project Machinery & Equipment. Attached for your approval is Budget Amendment 21-22-058 with Accompanying Resolution to reallocate funds in the amount of $90,909 and add additional Grant Revenue in the amount of $2,841 for a total of $93,750 in Project #21008. This reallocation and addition of grant revenue within the project matches the grant amount that FDEP Grant Agreement No. SC215 is awarding to the County in the amount of $93,750.

RECOMMENDED ACTION

Move to adopt resolution 21-22-87 for Budget Amendment 21-22-058 to reallocate funds in the amount of $93,750.00 within Project #21008 (Small County Solid Waste Grant).

FISCAL IMPACT

The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of $2,841.00 which will be reimbursed by a Florida Department of Environmental Protection (FDEP) grant.

Attachments: 21-22-058 Project 21008 Small CO SW Grant (BA).pdf
21-22-R058 Project 21008 Small CO SW Grant (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 2, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **2/22/2022** SUBMITTED BY: **Solid Waste**

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

PROJECT(S) #: **21008** PROJECT TITLE(S): **Small CO SW Grant** COST CENTER TITLE(S): **Refuse Disposal System 401**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3343440Z	FDEP GRANT - PROJECTS	21008	90,909.00	2,841.00		93,750.00
E	401	4210	51001Z	PROJECT PERSONAL SERVICES	21008	90,909.00		90,909.00	0.00
E	401	4210	56400Z	PROJECT EQUIPMENT	21008	0.00	93,750.00		93,750.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate additional funding in the amount of $2,841.00, for project #21008 Small County Solid Waste Grant for FY21/22. The project was inadvertently set up with the old Grant award amount. Also realigning funds within the project to set up funding in the proper account.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-058**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-87

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-058 TO THE SOLID WASTE 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 Solid Waste Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-058 is hereby approved and authorized to appropriate additional funding in the amount of $2,841.00, for project #21008 Small County Solid Waste Grant for FY21/22. The project was inadvertently set up with the old Grant award amount. The net fiscal impact is an increase in the amount of $2,841.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:	**Gloria Rybinski, Public Information Officer**
SUBJECT/TITLE:	**Request adoption of resolution No. 21-22-91 for Budget amendment No. 21-22-060 to approved and authorized to set up Project 21042 for a grant that has been awarded from the Duke Energy Foundation in the amount of $15,000.**

STATEMENT OF ISSUE

The County Public Information Office applied and was awarded a $15,000 grant from Duke Energy. The funds are going to be used to enhance our preparedness campaigns for the multiple emergencies that can occur in our County. This grant will help the County provide more presentations and educational materials and collaterals to our residents and therefore improving the chances for them to be better prepared during an emergency.

RECOMMENDED ACTION

Move to adopt resolution No. 21-22-91 and accompanying Budget Amendment No. 21-22-060 in the amount of $15,000.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $15,000.

Attachments: 21-22-060R Project 21042 Emergency Preparedness Outreach (Resolution).pdf
21-22-060 Project 21042 Emergency Preparedness Outreach (BA).pdf

RESOLUTION NO. 21-22-91

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-060 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-060 is hereby approved and authorized to set up Project 21042 for a grant that has been awadred from the Duke Energy Foundation in the amount of $15,000.00 to enhance our preparedness campaigns for the multiple emergencies that can occur in our County. This grant will help the County provide more presentations and educational materials and collaterals to our residents and therefore improving the chances for them to be better prepared during an emergency.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
March 4, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/3/2022** SUBMITTED BY: **Gloria Rybinski**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2109**

PROJECT(S) #: **21042** PROJECT TITLE(S): **Emergency Preparedness Outreach** COST CENTER TITLE(S): **Public Information Office**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3661000Z	Project Donations/ Contributions	21042	0.00	15,000.00		15,000.00
E	005	2109	54800Z	Project Promotional Activities	21042	0.00	15,000.00		15,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up Project 21042 for a grant that has been awadred from the Duke Energy Foundation in the amount of $15,000.00 to enhance our preparedness campaigns for the multiple emergencies that can occur in our County. This grant will help the County provide more presentations and educational materials and collaterals to our residents and therefore improving the chances for them to be better prepared during an emergency.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-060**

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:	**Lance Marine, Parks & Facilities Director** **Sarah Albritton, Capital Projects Manager**
SUBJECT/TITLE:	**Request for approval to waive fees of $1,025 for the 2022 Special STARS Softball Classic at the Highlands County Multi-Sports Complex.**

STATEMENT OF ISSUE

The Special STARS (Special Sports Training and Recreational Services) Organization is requesting a waiver of rental fees for the Highlands County Multi-Sports Complex. The Organization desires to hold two practices and a softball tournament for athletes with mental and physical disabilities. Since they do not charge a participation fee, they are asking for a waiver of fees that are normally charged for the rental of the fields, restrooms, and the concession. The practices and tournament will be held in March 20th & 27th and April 2nd. The fiscal impact involves several fees including the cost to rent five (5) fields for two (2) hours for two (2) practices at $400 ($20/per hour/per field) and restrooms for the two (2) days $50 ($25 per day). Additionally, the cost of the rental of fields for the day of the tournament is $375 ($75 per field x 5), restrooms ($50) and concession use of $150. The total fee waiver request is $1,025.

This is an annual event, with the exception of last year due to the pandemic.

RECOMMENDED ACTION

Move approval to waive fees of $1,025 for the 2022 Special STARS Softball Classic at the Highlands County Mulit-Sports Complex.

FISCAL IMPACT

The fiscal impact of the fee waiver is $1,025.00 to the General Fund (005) Revenue Account.

Attachments: Speical Stars Sports Complex Use 2.22.2022.pdf

Special STARS
Sports Training And Recreational Services
120 West College Drive
Avon Park, FL 33825

February 22, 2022

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

Dear Commissioners:

Special STARS would like to host the annual Special STARS Softball Tournament and practices at the Highlands County Softball Complex and would like to ask the Highlands County Board of County Commissioners to waive the fees to use the fields.

We would like to request all the fields on March 20, 27 and April 2. Practices will be from 3-5 p.m., March 20 and 27 and the tourney will be from 8 a.m. to 4 p.m., April 2. On March 20, we would like to start at 2 p.m. to hold a brief Celebration of Life service at the fields for one of our special athletes who recently passed away. He loved softball and many people in the community loved him. We will go right into practice after that.

We will need access to bathroom facilities on all three dates. We only need to use the concession stand on April 2 to serve lunches and some snack items to the players and fans. I will need to access the building on April 1 to unload items for the tourney.

Special STARS provides sports training and competitions in 14 different sports and eight recreational activities for people with mental and physical disabilities in Highlands County.

If there are any questions, I can be reached at 863-452-1295, ext. 124 or 863-443-0438. Thank you for your consideration in helping some very special athletes in our county.

Sincerely,

Cindy Marshall

Cindy Marshall
Special STARS Coordinator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:	**Randy Vosburg, County Administrator** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Authorize the County Administrator to downgrade or split a full-time employment position (1 FTE) to one or two part-time positions. A part-time position is a permanent position with less than 30 scheduled hours per week.**

STATEMENT OF ISSUE

Due to changing conditions with minimum wage increases, inflation and workforce availability, the County Administrator is requesting authority to downgrade or split full-time positions to one or two part-time positions. Part-time positions are not eligible for Board health insurance benefits.

RECOMMENDED ACTION

Move to authorize the County Administrator to downgrade or split a full-time employment position (1 FTE) to one or two part-time positions. A part-time position is a permanent position with less than 30 scheduled hours per week.

FISCAL IMPACT

Downgrading or eliminating a full-time position would be a savings in health insurance expenses and potential overtime costs per position.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval of a new full-time Projects Manager position and associated Job Description.**

STATEMENT OF ISSUE

Attached for your consideration is a new Job Description for a full-time Projects Manager. To evaluate the need, the ARPA Project Manager position was originally started as a part time OPS position. The need for this position has been identified at 30 hours per week. We are recommending that this position be hired full time with 75 percent allocated and funded by ARPA project funds and the remaining 25 percent funded by Fund 151 (Infrastructure) and/or Fund 005 (General). The proposed position would be a full-time employee under Parks & Facilities Director in Cost Center 2672. This position will represent the County's interest in the County's American Rescue Plan Act Program (APRA) and on additional County related Capital/Construction projects. Attached is a copy of the Job description for review.

RECOMMENDED ACTION

Move to approve a new full-time Projects Manager position and associated Job Description.

FISCAL IMPACT

The fiscal impact will be 75 percent ARPA project funds and an increase to Fund 151 (Infrastructure) or/and Fund 005 (General) for the remaining 25 percent of salary and benefits.

Attachments: Projects Manager Job Description 03.02.22.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: Projects Manager	**Division**:	**Department:** Parks & Facilities	**Cost Center:** 2672
Job Code: 1047	**Pay Grade**: 114	**Pay Band:** $47,335.95 - $73,370.72	**FTE**: 1.0
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:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly complex and specialized position responsible for architectural, project management, and construction planning work. Duties include planning, coordinating, and reviewing the work of architects and contractors engaged in building construction. This position represents the County's interest on construction projects and assists with the County's American Rescue Plan Act Program (ARPA).

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.

- Manages, plans, and coordinates the activities of staff, architects, engineers, contractors, and vendors to complete construction of new County facilities, expansion and renovation of existing buildings, and capital improvements to existing facilities.
- Oversees capital expenditure and construction project budgets.
- Coordinates and conducts contract negotiations and monitoring.
- Oversees contracted labor for projects.
- Responsible for resolutions and recommendations concerning unplanned increases in project costs.
- Acts as liaison between Administration and County departments, Elected Officials, and Management and Budget in coordination of project time frames, objectives, funding, physical moves, and discrepancies to ensure the projects meet functional and budgetary requirements.
- Advises and directs staff concerning proper procedures from the inception to completion of a project to ensure compliance with County, state, and federal guidelines.
- Prepares project status reports and schedules as required.
- 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 current construction procedures, practices, and materials.
• Knowledge of Florida building codes.
• Knowledge of basic architectural/engineering principles.
• Knowledge of contract administration and negotiations.
• Working knowledge of Florida construction codes.
• Ability to read and interpret blue prints, specifications, and construction documents.
• Ability to give technical and professional review to a wide variety of construction.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
• Ability to make decisions based upon analysis of data and prepare clear and concise reports, both orally and in writing.
• Ability to make presentations.

Physical Skills:

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, 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:

A minimum of two (2) years of experience in the field of project management, construction, architecture, or managing multiple projects. A minimum of two (2) year of experience working with construction project estimating and Florida building codes. A degree from an accredited college or university in Construction Management, Civil Engineering, Architecture, or related field is preferred.

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 ☐ Supervisor/Director Signature:	Title: County Administrator	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: Mar 15, 2022

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

SUBJECT/TITLE: **Request approval of an amendment to the Cooperative Funding Agreement Amendment between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.**

STATEMENT OF ISSUE

Request approval of an amendment to the Cooperative Funding Agreement Amendment between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.
The original agreement between the Southwest Florida Water Management District (SWFWMD) and Highlands County was approved Jan 02, 2018, Project No. 17023.. The contract expires March 31, 2022 therefore an extension to the contract is necessary to allow completion of the project. The project has involved additional research by the contractor which has delayed the completion date to an estimated December 2023. Modifications include revised project manager, extended contract period, revised project schedule.

A cooperative funding initiative between Highlands County and the Southwest Florida Water Management District (SWFWMD) to develop a watershed management plan for the Jack Creek Watershed, including Lake Hill was submitted in October 2016 for funding in fiscal year 2018. The project was approved in 2017 and has been ongoing. This project will complete a Watershed Management Plan for the Jack Creek - Josephine Creek watershed, including discharge from Lake Hill. This area was severely impacted by flooding from Hurricane Irma and emergency measures were taken to alleviate some flooding, however this watershed management plan is needed before permanent drainage modifications can be made to avoid such flooding in the future. This project includes tasks for watershed evaluation, floodplain analysis, level of service and BMP alternative analysis. This is a multi-year project with a total budget of $600,000. SWFWMD is the lead agency and will contribute $450,000 to the final watershed management plan. Highlands County will reimburse SWFWMD for total of $150,000. There is no additional funding required at this time.

RECOMMENDED ACTION

Move to approve amended agreement between Southwest Florida Water Management District and Highlands County for development of a watershed management plan for the Jack Creek Basin.

FISCAL IMPACT

No fiscal impact.

Attachments: 18CF0000894Amendment1_mbm.docx (002).pdf
Original Agreement-N856-signed.pdf

DocuSign Envelope ID: BB18F643-E07F-4A9A-BD02-0C0EE766BC78

AGREEMENT NO: 18CF0000894
2018REV0007

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
WMP - JACK CREEK WATERSHED MANAGEMENT PLAN (N856)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COOPERATOR.”

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2017, (Agreement No. 18CF0000894), hereinafter referred to as the “Existing Agreement,” for the Jack Creek Josephine Creek Watershed in Highlands County, through and including floodplain analysis, Level of Service, and Best Management Practices (BMPs); and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period and modify the Project Schedule, replace the COOPERATOR’S Project Manager.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the COOPERATOR’S Project Manager with Clinton Howerton, Jr.

2. The Contract Period Paragraph is hereby amended to extend the expiration date of March 31, 2022 to December 31, 2023.

3. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE	COMPLETE
1. Watershed Evaluation	03/01/2018	04/01/2019
2. Floodplain Analysis	04/01/2019	11/10/2022
3. Level of Service	02/01/2020	06/01/2023
4. BMP Alternatives Analysis	01/01/2021	12/01/2023

DocuSign Envelope ID: BB18F643-E07F-4A9A-BD02-0C0EE766BC78

4. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Scott Letasi, P.E., PMP Date
Bureau Chief, Engineering & Project Management

HIGHLANDS COUNTY

By: 03/15/2022
Date

Name: Kathleen G. Rapp

Title: Chairperson
Authorized Signatory

ATTEST:

_____ 03/15/2022
Jerome Kaszubowski, Clerk of Court

AGREEMENT NO: 18CF0000894
2018REV0007

COOPERATIVE FUNDING AGREEMENT (Type 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
WMP - JACK CREEK WATERSHED MANAGEMENT PLAN (N856)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of completing a Watershed Management Plan (WMP) for the Jack Creek Josephine Creek Watershed in Highlands County, through and including floodplain analysis, Level of Service, and Best Management Practices (BMPs), hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:
Ahmed Hamed
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Clell Ford
Highlands County
4344 George Boulevard
Sebring, Florida 33875-5803

Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. Project Managers are not authorized to approve any time extension which will result in an increased cost, or which will exceed the expiration date set forth in the Contract Period Paragraph.

1.2 Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in Subparagraph 2 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement, or a line item amount if the adjusted amount exceeds the COOPERATOR'S appropriation of funds necessary to complete any Project Task in the fiscal year in which the adjustment is requested.

2. SCOPE OF WORK.

The DISTRICT shall perform the services necessary to complete the PROJECT in accordance with the Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the DISTRICT. The DISTRICT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT shall be Six Hundred Thousand Dollars ($600,000). The COOPERATOR agrees to fund PROJECT costs up to One Hundred Fifty Thousand Dollars ($150,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks with completion dates ending in the first fiscal year of this Agreement as set forth in the Project Plan. No later than October 10th of each year thereafter, the COOPERATOR shall provide documentation to the DISTRICT confirming that the COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks to be completed in the then current fiscal year as set forth in the Project Plan. The COOPERATOR shall ensure that the appropriated funds shall remain available for the PROJECT until all reimbursements have been made to the

DISTRICT as required by this Agreement. In the event the COOPERATOR fails to appropriate sufficient funds to complete the Project Tasks in any fiscal year, the DISTRICT may terminate this Agreement by providing ten (10) days written notice to the COOPERATOR. The DISTRICT agrees to fund PROJECT costs up to Four Hundred Fifty Thousand Dollars ($450,000) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds $600,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved $150,000 for the PROJECT through Fiscal Year 2018. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.

3.2 The COOPERATOR shall reimburse the DISTRICT for the COOPERATOR'S share of the allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. The DISTRICT may contract with consultant(s), contractor(s) or both and the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COOPERATOR shall reimburse the DISTRICT for twenty five percent (25%) of all allowable costs in each invoice received from the DISTRICT, but at no point in time shall the COOPERATOR'S expenditure amount under this Agreement exceed expenditures made by the DISTRICT. Payment shall be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the COOPERATOR at the following address:

Clell Ford
Highlands County
4344 George Boulevard
Sebring, Florida 33875-5803

This Subparagraph shall survive the expiration or termination of this Agreement.

3.3 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The COOPERATOR shall not reimburse the DISTRICT for any purposes not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the (N856) agreement between the Southwest Florida Water Management District and Highlands County (Agreement No. 18CF0000894), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

3.5 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the DISTRICT will continue to perform the PROJECT work in accordance with the Project Plan. The DISTRICT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the COOPERATOR'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, within (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The DISTRICT'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the DISTRICT concerning the dispute.

4. COMPLETION DATES.

The DISTRICT shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the DISTRICT, the DISTRICT'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. The suspension of the DISTRICT'S obligations provided in this provision shall be the DISTRICT'S sole remedy for the delays set forth herein.

5. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2017 and shall remain in effect through March 31, 2022, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

Upon request by the COOPERATOR, the DISTRICT shall permit the COOPERATOR to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the COOPERATOR. Payments made to the DISTRICT under this Agreement shall be reduced for amounts founds to be not allowable under this Agreement by an audit. The DISTRICT shall refund to the COOPERATOR all such disallowed payments. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents including reports, drawings, estimates, program, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with COOPERATOR funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. This Paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

Upon request by the COOPERATOR, the DISTRICT shall provide the COOPERATOR with copies of any and all data, reports, models, studies, maps or other documents resulting from the PROJECT.

9. LIABILITY.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement.

This Liability Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Liability Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement.

The Liability Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

11. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosures laws set forth in Chapter 119, F.S.

12. RECOGNITION.

The DISTRICT shall recognize COOPERATOR funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to COOPERATOR approval. If construction is involved, the DISTRICT shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the COOPERATOR. All signage must meet with COOPERATOR written approval as to form, content and location, and must be in accordance with local sign ordinances.

13. LAW COMPLIANCE.

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involved design services, the DISTRICT'S consultants, regulation, and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

15. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the COOPERATOR and any contractor of the DISTRICT.

16. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

17. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

18. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

19. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Paragraph shall survive the expiration or termination of this Agreement.

20. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

21. DOCUMENTS.

The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ 1/10/2018
Amanda Rice, P.E. Date
Assistant Executive Director

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

By: _____ 01/02/2018
R. Greg Harris Date
Chairman, Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

_____ for 01/02/2018
Robert W. Germaine, Clerk Date

COOPERATIVE FUNDING AGREEMENT (TYPE 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
WMP - JACK CREEK WATERSHED MANAGEMENT PLAN (N856)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION
This is a multi-year funded PROJECT to complete a Watershed Management Plan (WMP) for the Jack Creek Josephine Creek watershed (Watershed), which covers an area of approximately 70 square miles located in Highlands County, Florida, through and including floodplain analysis, Level of Service determination (LOS), and Best Management Practices (BMPs) alternative analysis. This will identify the flood concerns in both the Lake Hill and Jack Creek areas. This WMP will include watershed model; floodplain analysis; peer review; public meeting; and Board approval of final floodplain results. Currently, flood analysis models are not available and the Watershed includes regional or intermediate stormwater systems. The information developed from the PROJECT will assist the COOPERATOR with floodplain and water quality management as well as planning and development decisions. It will also support the DISTRICT'S Resource Management and Environmental Resource Permitting programs. The following elements of the DISTRICT'S Watershed Management Program will be performed: (1) Watershed Evaluation, and (2) Watershed Management Plan. These elements are defined under the Project Tasks section below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget sections below. The DISTRICT will manage the PROJECT, which includes retaining consultants to perform the Project Tasks.

RESOURCE BENEFIT
The WMP will analyze flooding problems that exist in the Watershed.

PROJECT TASKS
All work related to this PROJECT will be performed in accordance with the DISTRICT'S Watershed Management Program Guidance documents, effective as of the date of the execution of this Agreement. A list of these Guidance documents can be found at: http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents (WMP_Guidance.zip).

1. WATERSHED EVALUATION – The systematic acquisition and assessment of Watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographical Information System (GIS) database in a format approved by the DISTRICT, for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as stormwater infrastructure. It also establishes the complexity of preliminary model features of the Watershed. To provide additional quality assurance, the deliverables will be peer reviewed by an independent and qualified consultant.

2. FLOODPLAIN ANALYSIS – Consists of tasks related to the management of surface water resources. These tasks include developing a Watershed model and identifying associated floodplains. The Watershed model and floodplain results will be peer reviewed by an independent and qualified consultant. A preliminary floodplain open house will be held to solicit public comments.

3. LEVEL OF SERVICE - Task includes establishing flood protection level of service (FPLOS), identifying roadway and structure flooding, and estimating flood damage.

4. BMP ALTERNATIVE ANALYSIS – Task includes identifying drainage improvement projects through alternatives analysis and prioritization, as well as identifying best management practices (BMPs) to address water quality concerns of the Watershed.

DELIVERABLES

- Monthly Status Reports
- Project Development Document
- Watershed Evaluation Report
- Watershed Model
- WMP Geodatabase
- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase
- FPLOS Analysis Report
- BMP Alternatives Analysis Report

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the DISTRICT'S consultant. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

DESCRIPTION	COMMENCE	COMPLETE
1. Watershed Evaluation	03/01/2018	04/01/2019
2. Floodplain Analysis	04/01/2019	02/01/2020
3. Level of Service	02/01/2020	01/01/2021
4. BMP Alternatives Analysis	01/01/2021	10/01/2021

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Watershed Evaluation	$225,000	$75,000	$300,000
2. Floodplain Analysis	$135,000	$45,000	$180,000
3. – 4. Level of Service and BMP Alternative Analysis	$90,000	$30,000	$120,000
TOTAL	$450,000	$150,000	$600,000

The remainder of this page intentionally left blank.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 3/15/2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Renaming of the Government Building off Kenilworth Boulevard where the Supervisor of Elections Operations Center is Located.**

STATEMENT OF ISSUE

The recent passing of our Supervisor of Elections, Penny Ogg, left a hole in the hearts of Highlands County. As a result, the Highlands County Board of County Commissioners asked staff to consider naming a county facility in her honor. After going through the naming process, staff is recommending to name the county owned building on Kenilworth Boulevard in memory of Ms. Ogg. Going forward the complex will be known as the Penny Ogg Operations Center. The Center is the current home of the Highlands County Public Safety Department and the Supervisor of Elections Operations Center.

RECOMMENDED ACTION

Move approval of naming the government center building off Kenilworth Boulevard - The Penny Ogg Operations Center.

FISCAL IMPACT

Fiscal Impact will be minimal for signage and supplies.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 3/15/2022

PRESENTER: **Chief Laney Stearns, Highlands County Public Safety**

SUBJECT/TITLE: **Reclassification of Shift commanders for Public Safety Division.**

STATEMENT OF ISSUE

There are three positions in the Public Safety Division that need to be reclassified. There are three Battalion Chiefs per shift, one of which supervises the entire county. Due to the added duties and responsibilities, this Battalion Chief should be designated as a Lead Worker. This Lead Worker status comes with a 10% increase to offset the additional responsibilities.

RECOMMENDED ACTION

Move to approve the reclassification of three shift commanders to Lead Workers as described under section 405:5 LEAD WORKERS provision in the Highlands County Personnel Rules & Regulations Manual, Board of County Commissioners Adopted 09/20/2016.

FISCAL IMPACT

The fiscal impact of this change in status is $13,377.87 to the current budget.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Ashley H.K. Gill**

SUBJECT/TITLE: **Request to approve the 2022-2023 Highlands County 4-H Livestock Facilities Handbook with revisions to allow 4-H goat projects to be housed at the 4-H barn facilities.**

STATEMENT OF ISSUE

Highlands County 4-H has two barns located on the grounds at the UF/ IFAS Extension Office. The barns are currently approved to house short-term, cattle and swine 4-H projects. A few years ago the Highlands County Junior Livestock Committee added the goat show and sale to the fair. There have been a number of requests to house these 4-H goat projects in the barns as the show continues to grow. We are requesting that the Board vote to permanently allow these projects to be housed in the barns like the traditional swine and cattle 4-H projects are.

RECOMMENDED ACTION

Move to approve the 2022-2023 Highlands County 4-H Livestock Facilities Handbook with revisions to allow 4-H goat projects to be housed in the 4-H barn facilities.

Attachments: 4-H Livestock Facilities Handbook 2022 2023.pdf

2022-2023

Sponsored by: The University of Florida/ IFAS Extension Highlands County, the Highlands County 4-H Foundation, and the Highlands County Board of County Commissioners

UF | IFAS Extension
UNIVERSITY of FLORIDA

The Foundation for the Gator Nation is an Equal Opportunity Institution

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Florida 4-H Code of Conduct, 4-H Pledge, & Resources	12-13

Contacts

UF|IFAS Extension Highlands County
Highlands County 4-H Office
P: 863-402-6540 | F: 863-402-6544
4509 George Blvd. Sebring, FL 33875

Highlands County Board of County Commissioners and Highlands County 4-H has a considerable investment of infrastructure dedicated to provide facilities to its constituents. To that end, facilities are provided at nominal fees based on the expectation that the cost for usage equals the cost of providing the facility.

All checks must be made payable to:

Highlands County BOCC

Emergencies

In an emergency situation, you may contact the 4-H office or County Extension Director. Emergency situations include things such as fire, injury to youth, death of or missing livestock, trespassers, etc. Non-emergency situations, in which youth and/or animals are not in immediate danger, may be reported via the Remind App, or email to ashleyhkstewart@ufl.edu.

In a maintenance emergency situation, call: **863-402-6758** then contact the 4-H office or County Extension Director. Examples: busted pipes, thrown breakers, etc. If we do not know there is a problem, we cannot help fix it! Never leave water running - find a shut-off valve!

Barn Advisor

Highlands County Extension Director & 4-H Agent: Ashley H.K. Gill
Office: 863-402-6540
Email: ashleyhkstewart@ufl.edu
Highlands County Extension Emergency Cell: 863-446-0235*
***For after hour emergencies only**

General Ground Rules

The 4-H Barn and Arena Facility is governed by the Highlands County Extension Service. The 4-H Office and County Extension Director will be responsible for enforcing all rules and regulations for use, coordinating and scheduling events, and determining all facility expansion and repair needs necessary for the adequate upkeep, expansion, and improvement of the 4-H Barn and Arena Facility.

1. The livestock barn stalls are open to all bonafide 4-H members whom are 8 to 18 years old (as of Sept 1 of the current 4-H year) for their short-term 4-H project. You must register through 4-H Online, pay the $20 enrollment fee, attend the mandatory orientation, and submit completed rental paperwork and payment before moving your animal into the barn.

2. No person under the age of 19 years old will be allowed on the facility grounds with or without an animal, unless accompanied by a responsible adult.

3. Children below 8 years of age will not be allowed on the grounds due to safety and insurance considerations by University of Florida regulations.

4. Any and all users of the facility will be subject to the Highlands County 4-H Code of Conduct.

5. For liability purposes, the livestock barns are not open to the public. Any guest, such as a veterinarian, will need to sign a liability waiver before coming on the property to treat or work with your animal.

6. Selling and solicitation on the property are strictly prohibited.

7. Dogs or any other animal other than your 4-H project are prohibited.

8. In the event that you damage, lose, or use and do not return something, you are responsible for replacing and/or fixing that item. This includes, but is not limited to, any arena/barn property such as: perimeter fencing, stall boards, gates, locks, etc.

9. All gates must be kept closed and fastened except when entering, working in, or exiting them.

General Ground Rules

10. Drinking, smoking, other mind-altering substance use, romantic displays, profane language, or disrespectful behavior are strictly prohibited.

11. You must sign in prior to entering the facility and sign out upon exiting. Sign-in sheets will be checked to ensure that animals are being taken care of.

12. All equipment must be returned to the storage areas upon completion of use on a daily basis.

13. Any damage or unsafe conditions existing at the time the exhibitor arrives at the facility must be reported to the 4-H office or County Extension Director immediately. If it is after hours, please contact facilities or the County Extension Director immediately. Use sound judgment when determining emergency situations.

14. Trash should be removed each time you leave the barn. Do not bring in trash cans or trash bags. All areas of the barn, arenas, and grounds must be picked up and clean. You will be fined $50 if you are caught littering. The compost bin is for animal waste, plant materials, and other natural items. There is no dumpster at the barn. You are required to haul off your own trash.

15. Leave bathrooms clean and make sure all water (which is not a water source for animals) and electricity is turned off.

16. Exterior gates are to remain locked when no one is at the barn. Keys for individual stalls are the responsibility of the exhibitor and a copy must be kept in a lock box in the barn.

17. You must follow all UF and CDC guidelines regarding COVID-19; including wearing masks, social distancing, and not sharing supplies.

18. Violations of any rules and regulations can result in a suspension of access to or use of the Livestock Arena Facility for a minimum of one year.

Rules for Stall Use

1. Only those who are boarding animals in the livestock barn shall have keys to the outside gates. Keys may not be duplicated or loaned for any reason. In the event that an exhibitor is unable to care for their animal, a key may be signed out with the written consent of the animal owner and permission of the 4-H office between 8:00 AM and 5:00 PM Monday through Friday at the Extension office.

2. Stalls must be kept secure by leasee. Unruly/dangerous animals will be required to vacate the facility.

3. Stalls must be left clean and raked. Manure must be placed in the designated area-between the concrete blocks in the composter. Stalls must be cleaned daily. This includes cleaning feed and water buckets regularly. Do not dump food or waste in communal areas.

4. The wash racks and scales must be cleaned after each use.

5. Tack stalls are shared areas and must be kept neat and tidy. We are not responsible to for lost, stolen, or damaged items.

6. Exhibitors are responsible for taking care of their own animal, including proper vaccinations and animal identification tags.

7. Exhibitors must feed and water their animal(s) at least once a day. Exhibitors must sign in and out each time they come to the barn.

8. Exhibitors are responsible for weed control and control of internal and external parasites, including flies.

9. Animals must remain within the interior fence at all times. Animals may be turned out to graze only in designated areas and only when the exhibitor is present. We are not responsible for ingestion of toxic plants, hazardous materials, or any other item that may cause harm. Cattle over the age of six months are recommended to have a magnet placed in the reticulum to prevent hardware disease.

10. Excessive correction of an animal which becomes abusive is prohibited.

11. Never tie an animal to a stall board unattended. Always leave animals enough slack to lie down, but not enough to tangle themselves.

Rules for Stall Use Continued...

12. No companion animals are allowed with stalled animals.

13. Hay nets and feed buckets must be fastened securely and be high enough to prevent animals from becoming tangled. Soft rubber feed dishes are allowed.

14. Failure to obtain proper veterinary care for a sick or injured animal on a timely basis is unacceptable and will lead to the termination of your lease.

15. Exhibitors may not exercise an animal by spooking or chasing it on the grounds.

16. Official stall cards must be displayed on the stall. These are available in the Extension office.

17. The exhibitor is responsible for all transportation of their animal(s), feed, and supplies.

18. Other services and fees which occur during the livestock project are solely the responsibility of the exhibitor.

19. Exhibitors are responsible for their own equipment and supplies.

20. Ethical behavior is expected at all times; youth are expected to follow labeling of products, treat each other and their animals with respect, use animal products on animals, reflect animal industry standards in all possible cases, etc.

21. Work days and meetings presented by the Extension Staff to lease holders must be attended by all lease holders unless otherwise specified.

When in doubt, remember the basics:

- If you own it, feed it.
- If it drinks water, give it some.
- If you unlock it, lock it back.
- If you open it, close it.
- If you borrow it, return it.
- If you don't know, ask.
- If you put it down, pick it up.
- If it's dirty, clean it
- If you lose it, replace it.
- If you smoke, DON'T.
- If you drink, DON'T.
- If you make a mess, clean it up.
- If you break it, you pay for it.
- If you turn it on, turn it off.
- If you break it, fix it.
- If you move it, put it back.

Warnings, Appeals & Rental Fees

Warnings

1st Warning: Written warning
2nd Warning: Written warning
3rd Warning: You will be dismissed from the barn. 7 days will be allowed for you to find new accommodations for your animal.

We reserve the right to proceed directly to dismissal of an exhibitor and animal if the offense is serious enough to warrant such measures. Situations in which an animal goes with-out feed/or water, filthy pens, or other animal neglect or abuse will be fined $50 and placed on a one year probation for the first offense.

Appeals

Appeal of any rule imposed, enforcement of that rule, or disciplinary action taken by the 4-H office and County Extension Director may be appealed, in writing accompanied by a $100.00 money order made payable to the Highlands County 4-H Foundation. All written appeals may be given to the 4-H office, to be presented to the Review Committee. Within 24 hours of filing a protest, the Review Committee will vote on the matter. Once the ruling is made, the matter will be considered closed; no further action will be considered. If the ruling is in favor of the appealer, the $100.00 will be returned; otherwise the appealer forfeits same. The committee is comprised of extension faculty, staff, and Highlands County 4-H Foundation board members.

Stall Rental Fees

A Security Deposit of $50.00 will be required per exhibitor to hold the desired number of stalls. This deposit is refundable at the termination of the lease pending a favorable inspection and receipt of key by the 4-H staff.

Bovine: There will be a one-time $150 rental fee per animal plus tax.
Goats: There will be a one-time $100 rental fee per animal plus tax. There are limited number of stalls for goats at this time.
Swine: There will be a one-time $75 rental fee per animal plus tax.

Lease terms are not to exceed 10 months. The barn will be shut down after the Highlands County Fair. This rest period will allow for proper biosecurity practices to be adhered to, as well as complete maintenance to the barn facilities which will help to reduce disease transmission and keep animals safe. The barn will reopen once the facility has been properly treated and any necessary repairs are made.

Procedures & Checklist

Stalls are available to registered 4-H youth for their short-term 4-H projects only. Stall rental is first come, first serve. Stalls will not be reserved until all requirements have been completed. Stall assignments may vary from year to year.

1. To reserve a stall, the exhibitor and one parent/guardian must:
    - Be a paid and actively enrolled 4-H member
    - Attend a mandatory meeting advertised by the 4-H Agent
    - Participate in a mandatory barn clean up event
    - Sign lease and Hold Harmless Clause
    - Pay $50 security deposit and stall rental fee (plus sales tax)

2. Once all requirements have been met, exhibitors will
 - Obtain gate key
 - Obtain stall card
 - Obtain stall assignment
 - Be permitted to bring your animal on property

3. If your animal does not meet the requirements for acceptance into the fair, you have 7 days from the weigh-in date to vacate the barn. On the 8th day, the lock on the stall will be cut and the animal will be turned over to Animal Control.

You must have a lease for each animal you house in the 4-H Barn. Be sure you follow proper procedures for each animal. Exhibitors are responsible for transportation to and from the facility for feeding and caring for their animals. Exhibitors are also responsible for transporting their animals to and from the facility for weigh-ins, health checks, shows, etc...

You have one week following the fair to remove all personal items, clean your stall, turn in your keys, and have your stall inspected. You will receive a check reimbursing your security deposit to the mailing address on your lease. **Failure to complete the above will result in forfeiture of your deposit.** Deposits cannot be forwarded to the next year.

Copies of Agreements

STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE/LEASE AGREEMENTS, ETC.

_____ agrees to
(Print Name of event holder/lessee)
indemnify and hold harmless Highlands County, a Political Subdivision of the State of Florida, and its elected Officials, its Agents, Employees and Volunteers or any other person [hereinafter referred to as "Highlands County"] against loss or expense including attorney's fees, by reason of the liability imposed by law upon Highlands County except in case of Highlands County's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of its employees or agents or any other person. It is further understood and agreed that _____ shall
(Print Name of event holder/lessee)
(at the option of Highlands County), defend Highlands County with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

Highlands County 4-H Arena Lease Agreement

I, _____, have read and agree to uphold the rules and regulations outlined by the Highlands County 4-H Livestock Barn Rules and Regulations Handbook. I understand that if I alter my pen to best suit my animal, it is my responsibility to return it to its proper condition prior to the end of my lease, or risk losing my deposit. I understand that there will be periodic inspections of the arena area, to ensure the observance of the rules outlined in the Handbook. I also understand that the County reserves the right to excuse myself and my animal, should they find proof that I am not following the rules outlined in the Handbook.

Full size lease agreements will be provided to you when you sign your lease. These copies are for your records.

COVID Guidelines

COVID Guidelines for the 4-H Barn

These guidelines were developed in accordance with State and County regulations regarding the prevention of the spread of COVID-19. Any person using the 4-H barns will be required to adhere to these policies.

1. If you or someone in your household is experiencing fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, do NOT show up to do farm duty.

2. Wash your hands before and after farm duty.

3. Before you leave the farm, please use cleaning wipes to wipe down stall handles, food bins, and any other surfaces that are touched frequently.

4. You must use your own equipment and supplies. Sharing of items is discouraged.

5. You must maintain 6ft social distancing.

6. Masks / face coverings are encouraged while on County property.

7. If you or a member of your household contracts COVID-19, you must self-quarantine for 14 days and will not be permitted on the grounds. It is the responsibility of the youth to find an adult to care for your animal (not from the same household) during your quarantine or remove your animal from the premises.

8. You must also make alternate arrangements for your animal(s), should the fair cancel the livestock sale.

9. Have a contingency plan in the event that the 4-H barn shuts down due to an outbreak or changes to the County, State, or 4-H phases and guidelines in response to COVID-19.

Florida 4-H Code of Conduct

As a participant in 4-H at the local, state, and/or national level, I have the responsibility of representing the UF/IFAS Extension 4-H Youth Development Program to the public. Therefore, I am expected to conduct myself in a manner that will bring honor to me, my family, my community, and 4-H. To do that, I must abide by the following rules:

1. Obey local, state, and federal laws. Follow County, District, State and/or National 4-H policies. Abide by any special rules for a 4-H event or activity.

2. Speak and act in a responsible, courteous, and respectful way. Harassment, threats, or bullying of any type, is prohibited.

3. Act responsibly to maintain a safe environment for all participants. Acting in a manner that could endanger the health, safety, or welfare of yourself or others, is prohibited. Report threats to the wellbeing of any participant immediately to the adult in charge.

4. Possession or use of tobacco, alcohol, or illegal drugs is prohibited. Possession or use of approved medications by youth during a 4-H function must be reported to the adult in charge and must not be accessible to other participants.

5. Possession or use of weapons or other dangerous objects is prohibited, except when required as part of an approved educational program. Weapons are defined to include, but are not limited to, guns, knives and incendiary or explosive devices of any kind.

6. Respect all property, facilities, equipment, and vehicles. I will be responsible for any damage or other consequences resulting from my behavior.

7. Participate fully in 4-H functions. Be in the assigned program areas (example—dorms, cabins, programs, etc.) on time. If I am unable to attend or participate, I will tell the adult in charge. Help others have a pleasant experience by making every attempt to include all participants in activities.

Florida 4-H Code of Conduct Continued...

8. Dress appropriately for each 4-H function.

9. Use of any mobile electronic device during a scheduled 4-H activity is prohibited unless activity-specific rules otherwise allow. When permitted, they should be used only in a manner that is consistent with the approved activity and not discourteous or disruptive.

10. The belongings of youth participants, including but not limited to bags, purses, computers, other electronic devices, lockers and vehicles, are subject to search and seizure by 4-H faculty/staff, and in some instances a volunteer designee, upon reasonable suspicion that a prohibited and/or illegally possessed substance or object is contained within that area. (If an adult is suspected, this will be handled by law enforcement.)

4-H Pledge

I pledge
my head to clearer thinking,
my heart to greater loyalty,
my hands to larger service,
and my health to better living,
for my club,
my community,
my country
and my world.

Additional Resouces:

Highlands County 4-H Barn Google Site:
highlands-county-4-h-barn
4-H Barn Remind 101 Class Code:
@b3cda4c
Highlands County 4-H Facebook:
https://www.facebook.com/HighlandsCounty4H
University of Florida/ IFAS Extension, Highlands County Website:
http://sfyl.ifas.ufl.edu/highlands/
4-H Online Enrollment: https://v2.4honline.com/
Florida 4-H: http://florida4h.org/
University of Florida Electronic Data Information Source:
https://edis.ifas.ufl.edu/
National 4-H Website: https://4-h.org/

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-83, and replace Resolution 21-22-76, to close a platted unnamed 20-foot Alley at 100 Commerce St NW.**

STATEMENT OF ISSUE

Attached for your consideration is a resolution vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE EASTERLY AND WESTERLY PORTIONS OF LOT 8, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE NORTH AND SOUTH BY THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID LOT 8.

This petition was previously presented and adopted with Resolution 21-22-76; however, it was brought to attention after the February 15, 2022, Board meeting that the date published in the Public Notice of Intent to Apply was incorrect and therefore the Public Hearing must be repeated. Resolution 21-22-83 will replace Resolution 21-22-76.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Valerie Laurence is requesting this vacation because the platted unnamed alley the divides her property is not needed.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-83, and replace Resolution 21-22-76, to close a platted unnamed 20-foot Alley at 100 Commerce St NW as described in the attached resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the road and any lands in connection therewith be and they are hereby renounced and disclaimed.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: 100 Commerce St NW VOR Packet_3-15-22.pdf

RESOLUTION NO.: 21-22-83

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE RIGHT OF WAY DESCRIBED HEREIN AS REQUESTED BY VALERIE LAURENCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Valerie Laurence (Petitioner), requesting that Highlands County vacate the right of way described herein and renounce and disclaim the rights of the County and of the public in and to the right of way and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on January 18, 2022; and

WHEREAS, on February 25, 2022, a notice of public hearing and intent to petition the County to vacate the right of way described herein was published in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on March 15, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

That portion of the 20-foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Courts

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Valerie Lawrence
113 Murray Ct NW
Lake Placid, FL 33852

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

The petition is being requested for the following reason:

I am petitioning to vacate the alleyway as it is not in use or necessary.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

Highlands County Engineering Department

Reference Map

PROPOSED ROAD CLOSURE

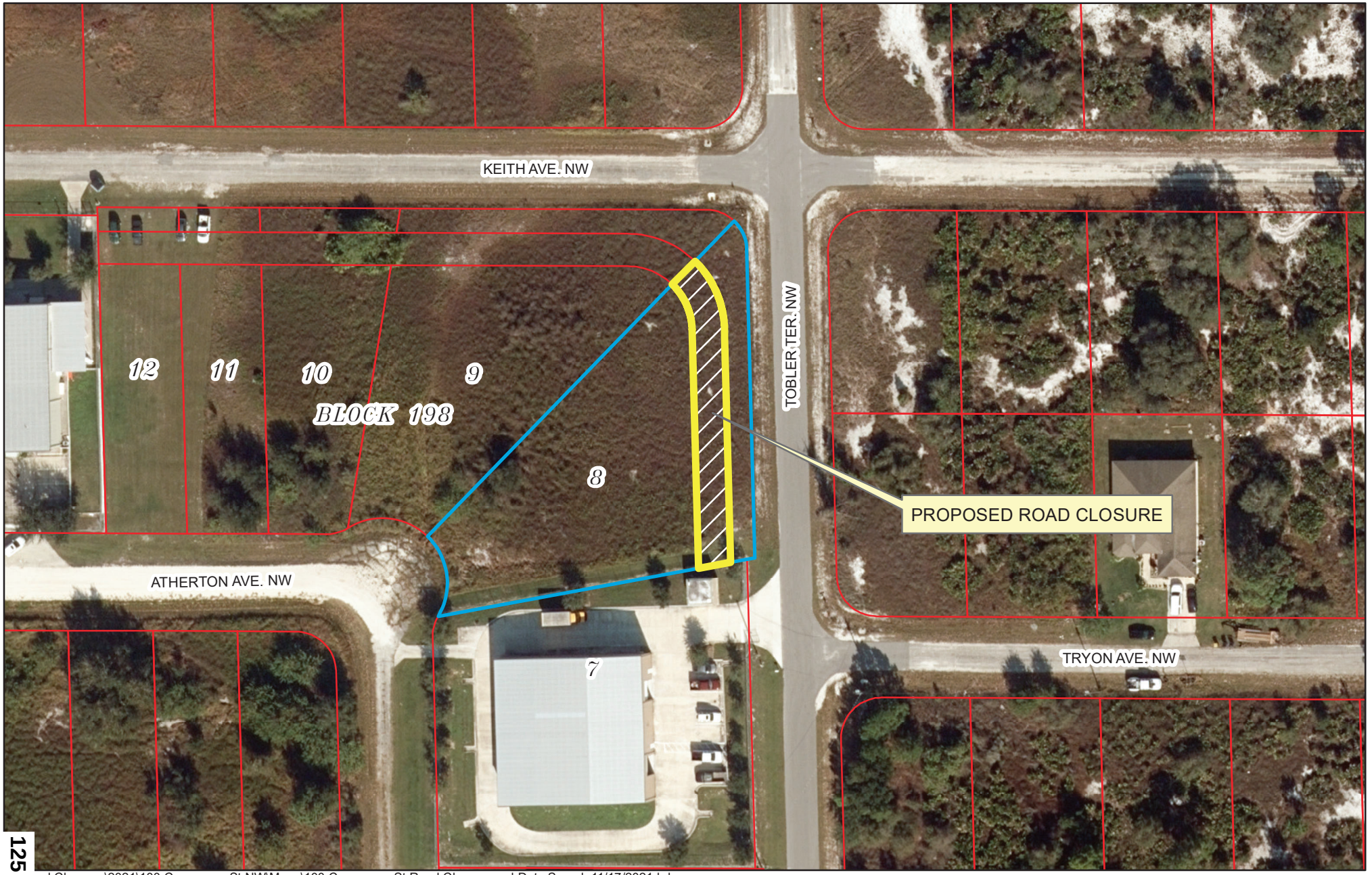
THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE EASTERLY AND WESTERLY PORTIONS OF LOT 8, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE NORTH AND SOUTH BY THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF SAID LOT 8.

For Reference Only - Not A Boundary Survey

Map Created: 11/17/2021

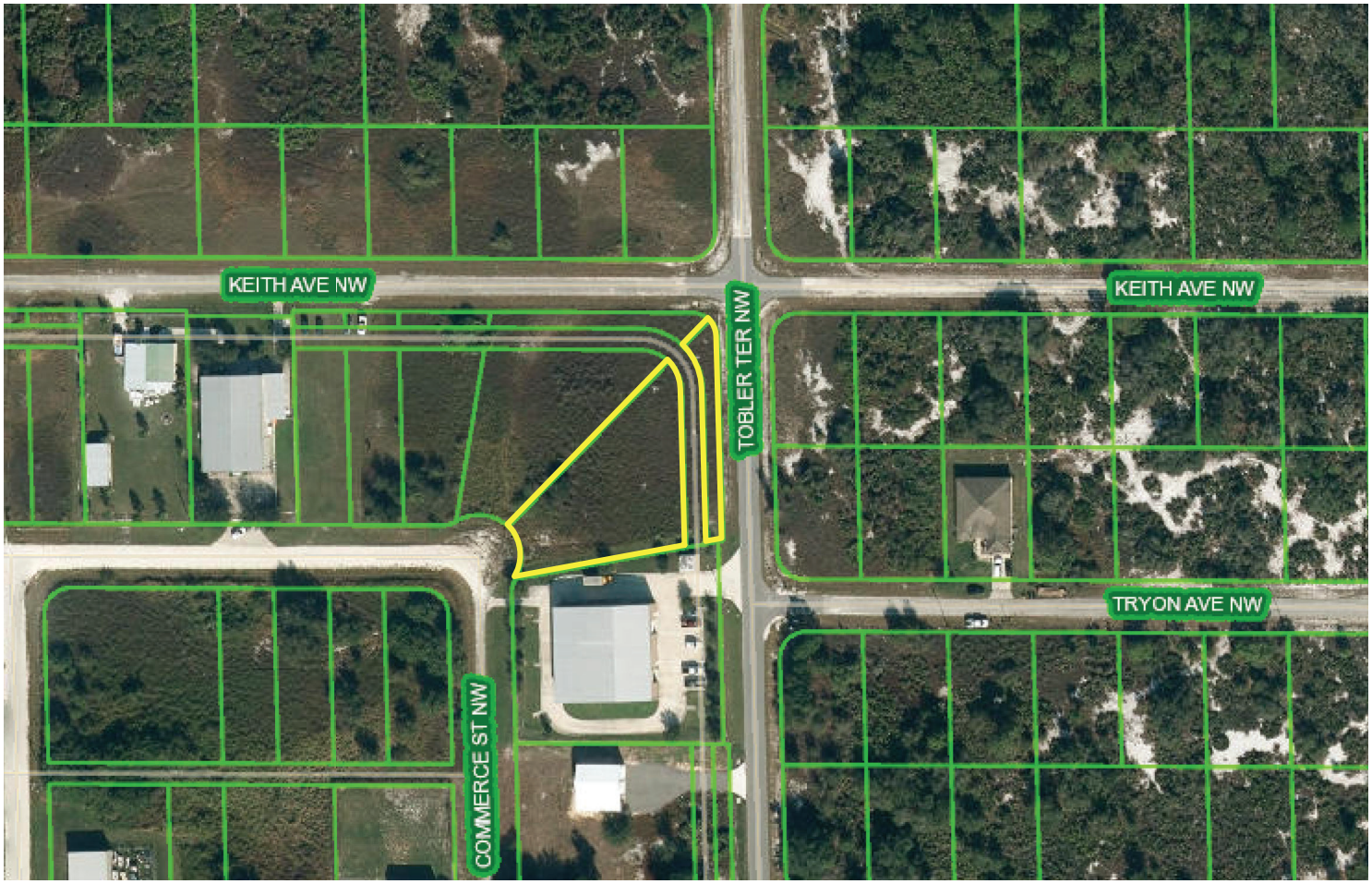
Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 80 feet



G:\Road Closures\2021\100 Commerce St NW\Maps\100 Commerce St Road Closure.mxd Date Saved: 11/17/2021 bdorey

Highlands County Property Appraiser



C-14-37-29-300-1980-0080

//www.hcpao.org/Search/Parcel/293714300198000800C

100 COMMERCE ST NW
LAKE PLACID, FL 33852

Owners
LAURENCE VALERIE LAYNE

Mailing Address
113 MURRAY CT NW
LAKE PLACID, FL 33852

Legal Description
PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

DOR Code: 40 - VACANT INDUSTRIAL
Neighborhood Code: 5033 - IND. IN LAKE PLACID

EXHIBIT "A"

BOUNDARY SURVEY

GRAPHIC SCALE

0 40 60 80

(1 inch = 40 ft.)

20' Alley to be Released

Centerline - KETTLE
(50' R/W - 18'± As [illegible])

Centerline - TOBLER TERRACE
(50' R/W - 20'± Asphalt)

25'

N01°47'04"W 190.21'(C&F)

N01°47'04"W 144.12'(C&F)

N78°23'20"E
15.18'(C&F)

N01°47'04"W (BB)
142.23'(P&F)

N43°58'E
216.28'(P&F)

Lot 9

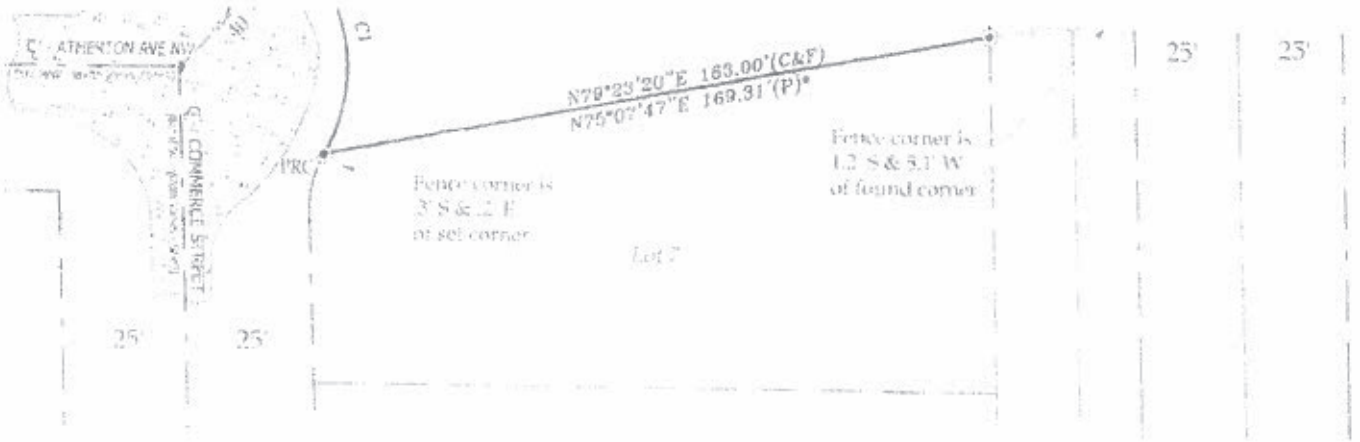
Lot 8
BLOCK 198

VACANT
(#108)

Survey Tie Line

LEGEND:

(P) = Plat Data
(F) = Field Data
(C) = Calculated Data
PC = Point of Curvature
PRC = Point of Reverse Curvature
● = 5/8" Iron Rod & Cap Set (LB 7827)
◗ = "PK" Nail & Disc Found (No ID)
● = 1/2" Iron Rod & Cap Found (LB 5402)
= Telephone Junction Box
= Asphalt Pavement
= Gravel, Shell, Clay
= Chainlink Fence



CURVE DATA:	CURVE DATA:	CURVE DATA:	CURVE DATA:
C1 – (P&F)	C2 – (P&F)	C3 – (C&F)	C4 – (C&F)
RADIUS=40.00'	RADIUS=40.00'	RADIUS=60.00'	RADIUS=25.00'
LENGTH=53.38'	LENGTH=30.89'	LENGTH=46.34'	LENGTH=19.49'
CHORD=49.51'	CHORD=30.13'	CHORD=45.19	CHORD=19.00
DELTA=76°27'40"	DELTA=44°14'18"	DELTA=44°14'48"	DELTA=44°39'51"
BEARING=N07°48'53"W	BEARING=N23°54'52"W	BEARING=N23°54'52"W	BEARING=N24°06'59"W

LEGAL DESCRIPTION:
LOT 8, BLOCK 198, PLACID LAKES INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 63, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this survey.
2) The legal description shown hereon was provided by client.
3) The parcel shown hereon lies in Zone "X" according to the Federal Emergency Management Agency's Flood Insurance Rate Maps Community No. 120556C, Panel 0368 C, effective November 18, 2015.
4) Underground improvements, if any, were not located unless shown hereon.
5) Field bearings are based on the East Boundary Line, as being N01°47'04"W (Bft).
6) Plat Bearings and Distance on the Southerly boundary line were calculated to the PC not the PRC as shown on the Plat.*

PROJECT NO.:	[illegible]
Field Survey Completed:	8/18/2021
Drawn:	JEK
Checked:	RPS
F.B. :	S-85, PG 60
Revised:	

I hereby certify that I am a Florida Registered Professional Land Surveyor, and that the map or plat shown hereon is a graphic representation of the described lands recently surveyed under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes.

PROPERTY ADDRESS:
100 COMMERCE ST NW
LAKE PLACID, FLORIDA 33852

Sherco, Inc.
SURVEYING SERVICES
16 North Lake Avenue
Avon Park, Florida 33825
Ofc: (863) 453-4113 Fax: (863) 453-4122

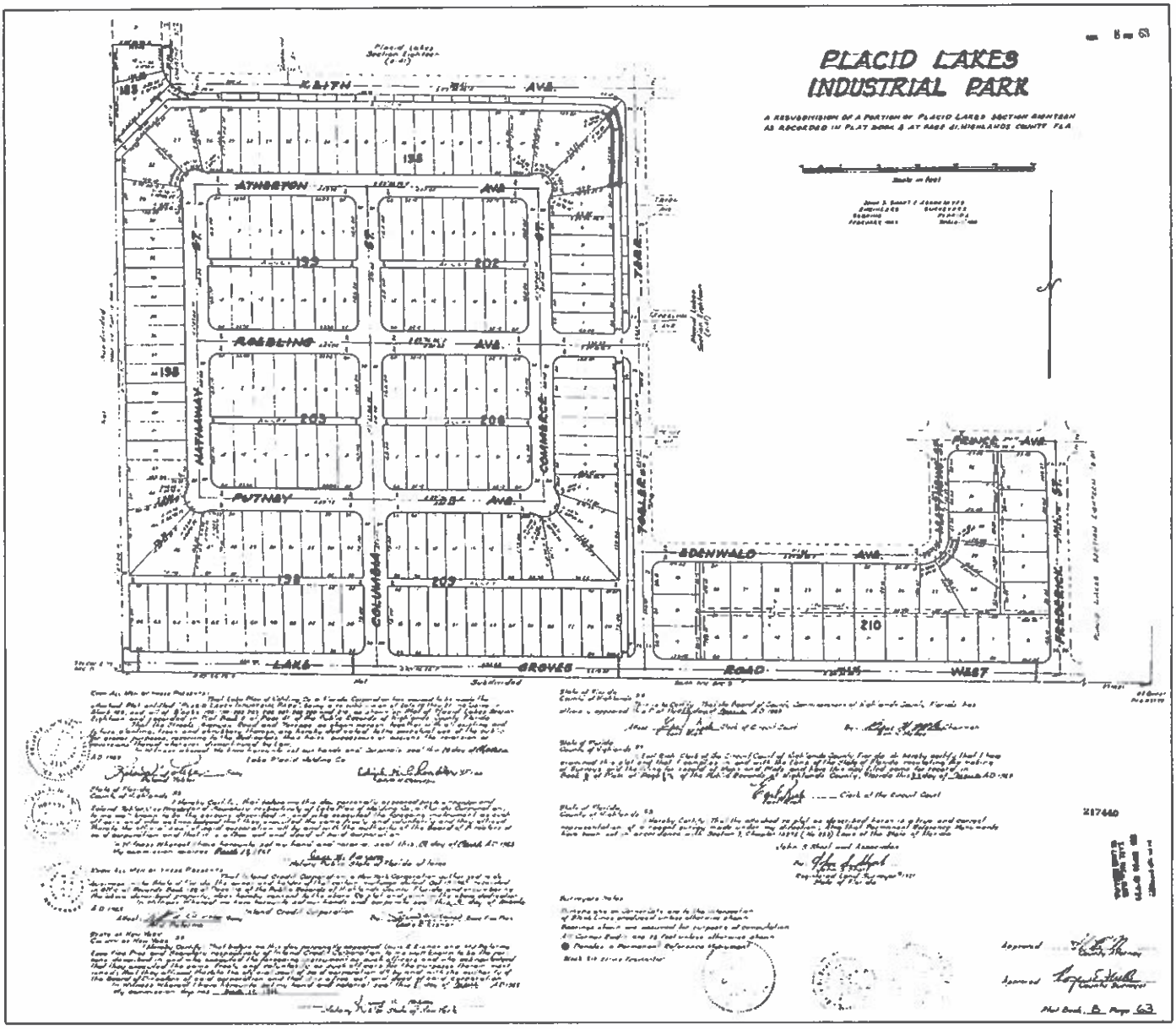
EMBOSSED SEAL

Robert Philip Schuler, P.L.S.
Florida Registration # LS 2930
Certificate of Authorization # LB 7827

CERTIFIED TO, AND FOR THE EXCLUSIVE USE OF:
DAVE & VALERIE LAURENCE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PLAT BOOK 8 PAGE 63



OFFICIAL RECORDS FILE#: 2041571 OR BK 2833 PG 1510 PAGES: 2
6/29/2021 1:59:28 PM REC FEES: $18.50 DEED DOC:$17.50
D.C. KMOJICA JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

KM
18.50
17.50

Prepared by and return to:
ROBERTO P. CELAYA
Attorney at Law
Sheehan & Celaya, P.A.
300 Dal Hall Blvd.
Lake Placid, FL 33852
863-465-1551
File Number: **21-234**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 22 day of **June, 2021** between **DIANA L. SCALES, a single woman, as to an undivided one-half (1/2) interest,** whose post office address is **201 W. 19th Street, Huntingburg, IN 47542**, grantor, and **VALERIE LAYNE LAURENCE** whose post office address is **113 Murray Court NW, Lake Placid, FL 33852**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

Lot 8, Block 198, PLACID LAKES INDUSTRIAL PARK, according to the map or plat thereof as recorded in Plat Book 8, Page 63, Public Records of Highlands County, Florida.

Parcel Identification Number: C-14-37-29-300-1980-0080

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

SUBJECT TO:
1. **Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.**
2. **Restrictions and matters appearing on the plat or otherwise common to the subdivision.**
3. **Outstanding oil, gas and mineral rights of record without right of entry.**
4. **Unplatted public utility easements of record.**
5. **Taxes for year of the Deed and subsequent years.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Rose Brang

Witness Name: Ubaldo Gonzalez

DIANA L. SCALES

State of Indiana
County of Dubois

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 22 day of June, 2021 by DIANA L. SCALES, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Contessa Monarrez

My Commission Expires: 07/17/2027

CONTESSA MONARREZ
NOTARY PUBLIC
SEAL
DUBOIS COUNTY, STATE OF INDIANA
COMMISSION NUMBER NP0721372
MY COMMISSION EXPIRES 07/17/2027

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2020 REAL ESTATE **83941** **40**

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C143729-30019800080
ESCROW CD

Visit one of our locations:
Sebring Office: 540 S Commerce Ave, Sebring, FL 33870 (Drive-Thru Available)
Avon Park Branch: 116 E Main St (Next to City Hall) Avon Park, FL 33825
Lake Placid Branch: 11 N Pine Ave, Lake Placid, FL, 33852
http://www.hctaxcollector.com/ (863)402-6685

08/25/2021 02:35:28

EXEMPTION CODES	

LAURENCE VALERIE LAYNE (+1)
113 MURRAY CT NW
LAKE PLACID, FL 33852

100 COMMERCE ST NW LAKE PLACID

PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAXES LEVIED
COUNTY GENERAL	2,365	0	2,365	8.5500	$20.22
SCHOOL GENERAL FUND	2,365	0	2,365	3.8270	$9.05
SCHOOL BASIC DISCRETIONARY	2,365	0	2,365	0.7480	$1.77
SCHOOL CAPITAL IMPROVEMENT	2,365	0	2,365	1.5000	$3.55
SWFWM DISTRICT	2,365	0	2,365	0.2669	$0.63
TOTAL AD-VALOREM TAXES				14.8919	$35.22

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
PLACID LAKES SBD (061)	$20.00
COUNTY FIRE - PARCEL (124)	$25.18
TOTAL NON AD-VALOREM ASSESSMENTS	$45.18

COMBINED TAXES AND ASSESSMENTS	$80.40

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

LAURENCE VALERIE LAYNE (+1)
113 MURRAY CT NW
LAKE PLACID, FL 33852

100 COMMERCE ST NW LAKE PLACID

PLACID LAKES INDUSTRIAL PK
LOT 8 BLK 198

2020-REAL ESTATE 83941

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C143729-30019800080			40

PAID 03/25/2021 $80.40 RECEIPT # 614648

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

December 20, 2021

Ms. Valerie Laurence
113 Murray Ct NW
Lake Placid, Fl. 33852

RE: ROAD CLOSING – 20' PLATTED ALLEY (100 COMMERCE ST)

Dear Ms. Laurence:

I have reviewed all of the information in regard to the above referenced roadway/alley. The resolution to set the public hearing for February 15, 2022 has been placed on the January 18, 2022 Board Agenda.

Enclosed is the Public Notice of Intention form, setting the public hearing date to consider this requested closing for February 15, 2022. **Please be advised that this Public Notice of Intention Form cannot be advertised until after the January 18, 2022 meeting**. Petitioner shall publish the Notice of Public Hearing **one** time in a newspaper of general circulation in Highlands County at least **two weeks prior to the date stated therein for such hearing.**

The County will place a 36" x 48" sign of durable material, as to withstand the elements of weather, posted at each end of the proposed road to be closed and at every intersection of the proposed road to be closed with any other public or private road. The sign shall contain lettering not less than two (2) inches in size and shall read **"PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE A ROAD"**, and the Notice of Public Hearing, sealed in plastic material will be attached to said sign.

If you have any questions, please contact Jennifer Willis or Vickey Linsinbigler at 402-6877 or via email at jwillis@highlandsfl.gov or vlinsinbigler@highlandsfl.gov.

Sincerely,

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

G:\Road Closures\2021\100 Commerce St NW\Letter of No Objections - C Howerton\No Objection Letter - Proposed Road Closing 100 Commerce St NW.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Vacation of Alley

October 28, 2021

Valerie Laurence,
Owner
113 Murray Ct NW
Lake Placid, FL 33852

RE: 100 Commerce St NW Lake Placid FL 33852

Dear Ms. Laurence,

The Highlands County Road and Bridge Department has received your request to vacate the alley described as follows:

> **That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.**

Highlands County Road and Bridge Department has **NO OBJECTION** to the vacation of Alley as provided in the legal description above.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Sincerely,

Jonathan Harrison
Road and Bridge Director
Highlands County Road & Bridge

JH/lgc

Cc: Clinton Howerton, Engineering Department
Jennifer Willis, Engineering Department
Leah Sauls, Building Department

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ZONING DIVISION
501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6638 Fax (863) 402-6651 www.highlandsfl.gov

October 28, 2021

Ms. Valerie Laurence
113 Murray Ct. NW
Lake Placid, FL 33852

Re: Vacation of Alley
100 Commerce St. NW
Lake Placid, FL 33852

Dear Ms. Laurence,

In my opinion as the Zoning Supervisor, vacating the portion of alley as described below will not cause any non-conforming use of any property:

> **That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.**

Sincerely,

Rachel Barry
Rachel Barry
Zoning Supervisor

11/1/2021

Valarie Laurence
101 Atherton Avenue NW
Lake Placid, FL 33852

No Reservations/No Objection

SUBJECT: 100 Commerce ST NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to discuss this vacate request, please contact Bill Paul at 727-449-3544 or william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P838571

10-28-2021

Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

No Reservations/No Objection,

The purpose of this letter is to confirm the fact that Comcast has no objection to the vacate of the alley associated with your parcel:

100 Commerce ST NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely,

Paul Brown
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914–7844
Brown_Paul@Comcast.com

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

Nov. 1, 2021

Via email: valerie0200@yahoo.com

Ms. Valerie Laurence
101 Atherton Avenue NW
Lake Placid, Florida 33852

RE: Vacation of Portion of Alley
100 Commerce St NW, Lake Placid
Highlands County, Florida

Dear Ms. Laurene:

Please be advised that Duke Energy, Distribution and Transmission Departments have **"no objection"** to the vacation and abandonment of that portion of the twenty (20) foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8 being more particularly as shown on the attached two (2) page Boundary Survey Exhibit A, drawn by Sherco, Inc. Surveying Services, Dated August 18, 2021, Project No. HI00806306, attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra
Irma Cuadra
Senior Research Specialist

Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

Office: (863) 465-0345
Water Plant: (863) 465-2427
Fax: (863) 465-1313

September 10, 2021

Valarie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

Re: Parcel ID # C-14-37-29-300-1980-0080
Placid Lakes Industrial Pk Lot 8, Blk 198:

Dear Ms. Laurence

After review or your request to vacate the alley easement located at 100 Commerce St NW, Lake Placid, Fl 33852:
That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

Placid Lakes Utilities has "No Objection" to vacation said portion of alley easement.

Sincerely,

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd. NW
Lake Placid, Fl 33852

SEBRING GAS SYSTEM, INC.
3515 U.S. Highway 27 South Sebring, Florida 33870-5452 863.385.0194 Fax 863.385.3423

November 11, 2021

Highlands County Engineering Dept.
505 S. Commerce Avenue
Sebring, FL 33870

To Whom It May Concern:

Reference: 100 Commerce ST NW Lake Placid FL 33852; 101 Atherton Ave NW Lake Placid FL 33852

Please be advised that our office has no objections to vacate the easements, roads, or alleyways in the areas referenced above; we have no facilities in the area(s):

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

If you have any further questions, please feel free to contact me at 863-385-0194.

Sincerely,

Cameron Menzie
Sebring Gas System, Inc.
Operations Supervisor
Office: (863) 385-0194
Cell: (863) 253-9394
http://www.sebringgas.com

Cc: Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

BETTER BECAUSE IT'S GAS. BEST BECAUSE IT'S NATURAL GAS.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-84, and replace Resolution 21-22-75, to close a platted unnamed 20-foot alley at 101 Atherton Ave NW.**

STATEMENT OF ISSUE

Attached for your consideration is a resolution vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

This petition was previously presented and adopted with Resolution 21-22-75; however, it was brought to attention after the February 15, 2022, Board meeting that the date published in the Public Notice of Intent to Apply was incorrect and therefore the Public Hearing must be repeated. Resolution 21-22-84 will replace Resolution 21-22-75.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Valerie Lauren is requesting this vacation because the alley that divides her property is not needed.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-84, and replace Resolution 21-22-75, to close a platted unnamed 20-foot alley at 101 Atherton Ave NW as described in the attached resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the road and any lands in connection therewith be and they are hereby renounced and disclaimed.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: 101 Atherton Ave NW VOR Packet_2-8-22.pdf

RESOLUTION NO.: 21-22-84

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE 20-FOOT PLATTED UNNAMED ALLEY DESCRIBED HEREIN AS REQUESTED BY VALERIE LAURENCE.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF ALLEY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Valerie Laurence (Petitioner), requesting that Highlands County vacate the alley described herein and renounce and disclaim the rights of the County and of the public in and to the alley and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on January 18, 2022; and

WHEREAS, on February 25, 2022, a notice of public hearing and intent to petition the County to vacate the right of way described herein was published in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on March 15, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

SECTION 3. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Courts

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Valerie Lawrence
113 Murray ct NW
Lake Placid FL 33852

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

The petition is being requested for the following reason:

I am petitioning to vacate the alleyway as it is not in use or necessary.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

Highlands County Engineering Department

Reference Map

PROPOSED ROAD CLOSURE

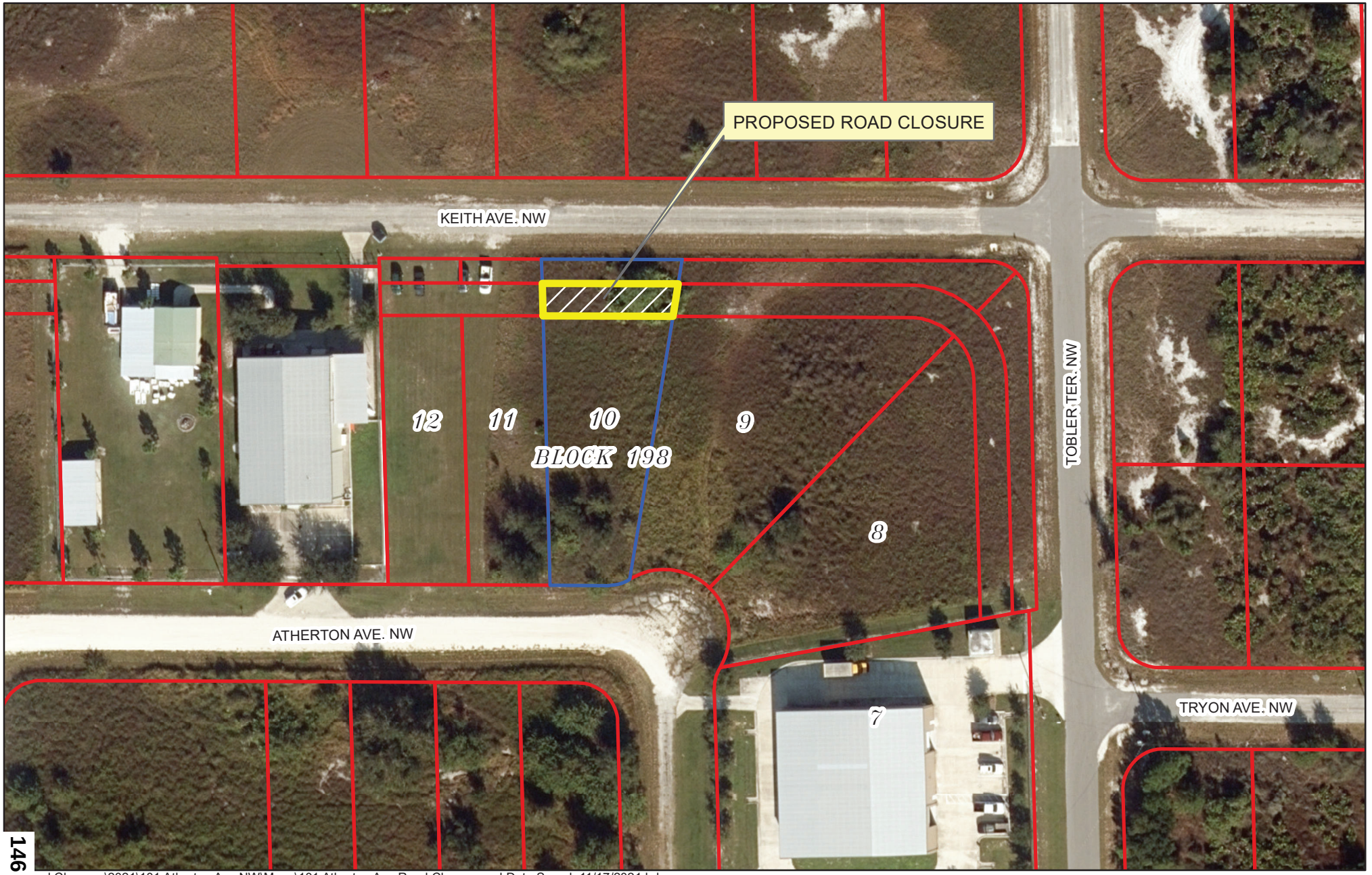
THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 10, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

For Reference Only - Not A Boundary Survey

Map Created: 11/17/2021

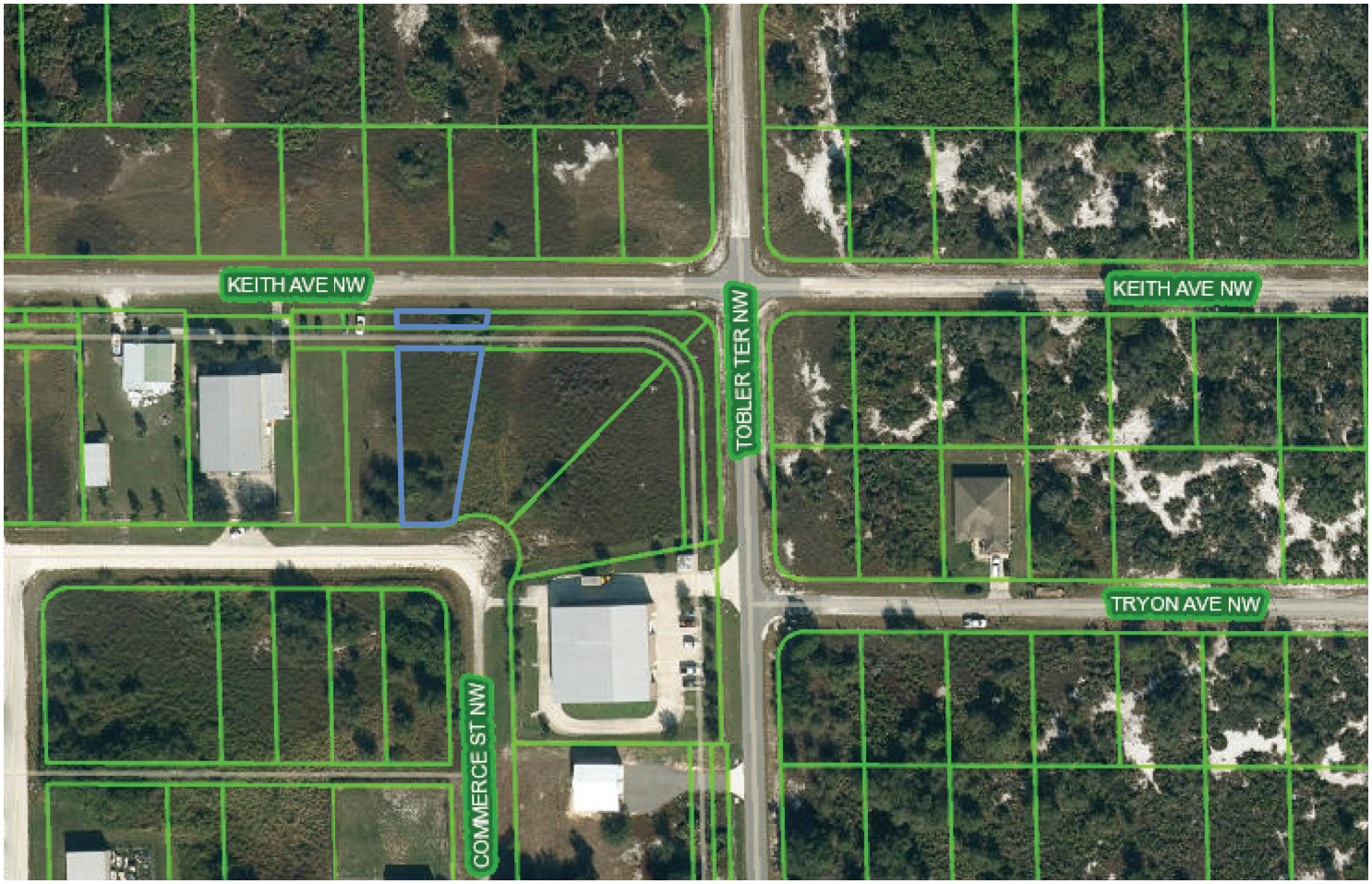
Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 80 feet



G:\Road Closures\2021\101 Atherton Ave NW\Maps\101 Atherton Ave Road Closure.mxd Date Saved: 11/17/2021 bdorey

Highlands County Property Appraiser



C-14-37-29-300-1980-0100

//www.hcpao.org/Search/Parcel/29371430019800100C

101 ATHERTON AVE NW
LAKE PLACID, FL 33852

Owners
LAURENCE VALERIE

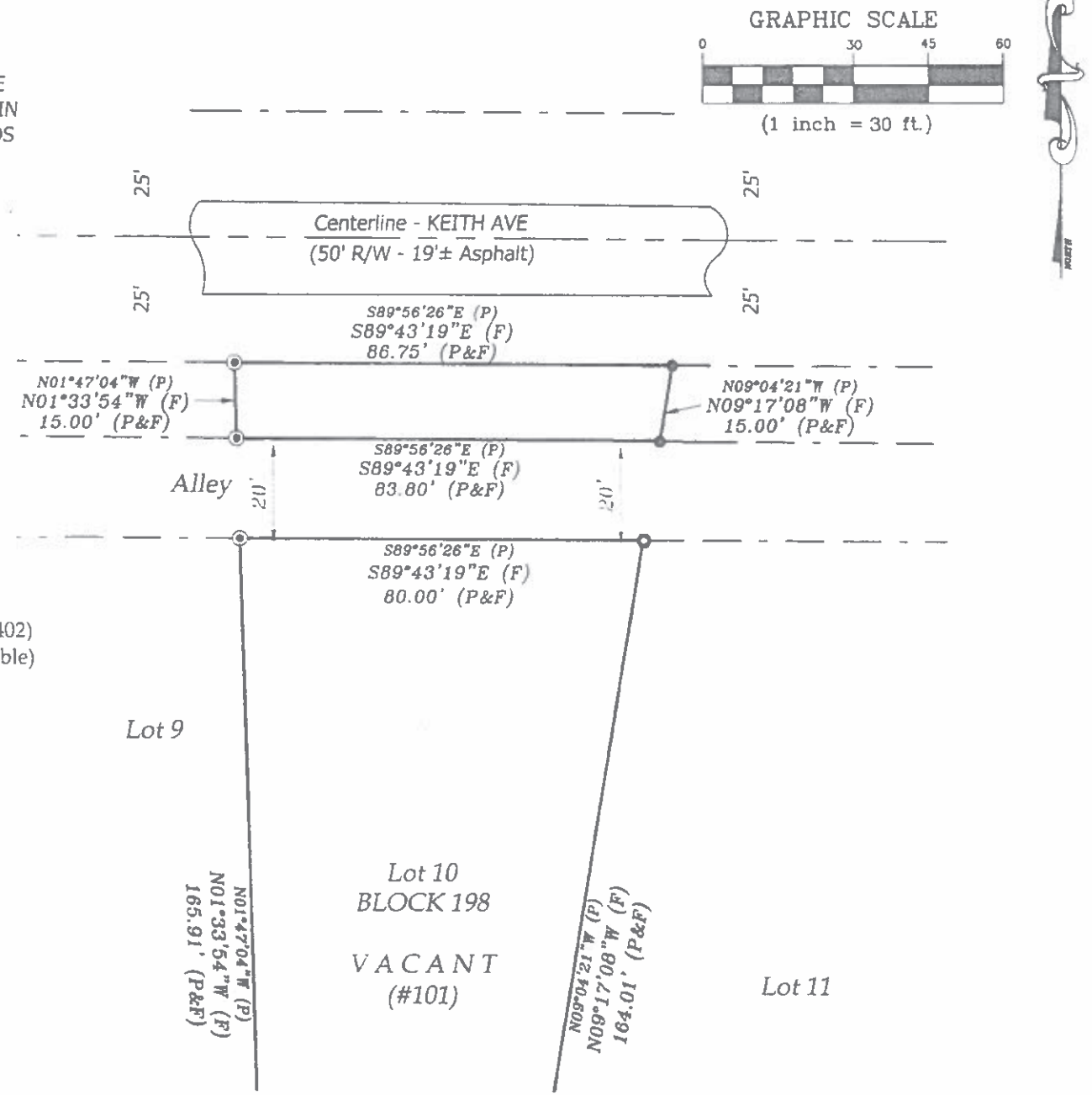
Mailing Address
113 MURRAY CT NW
LAKE PLACID, FL 33852

Legal Description
PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

DOR Code: 00 - VACANT
Neighborhood Code: 5033 - IND. IN LAKE PLACID

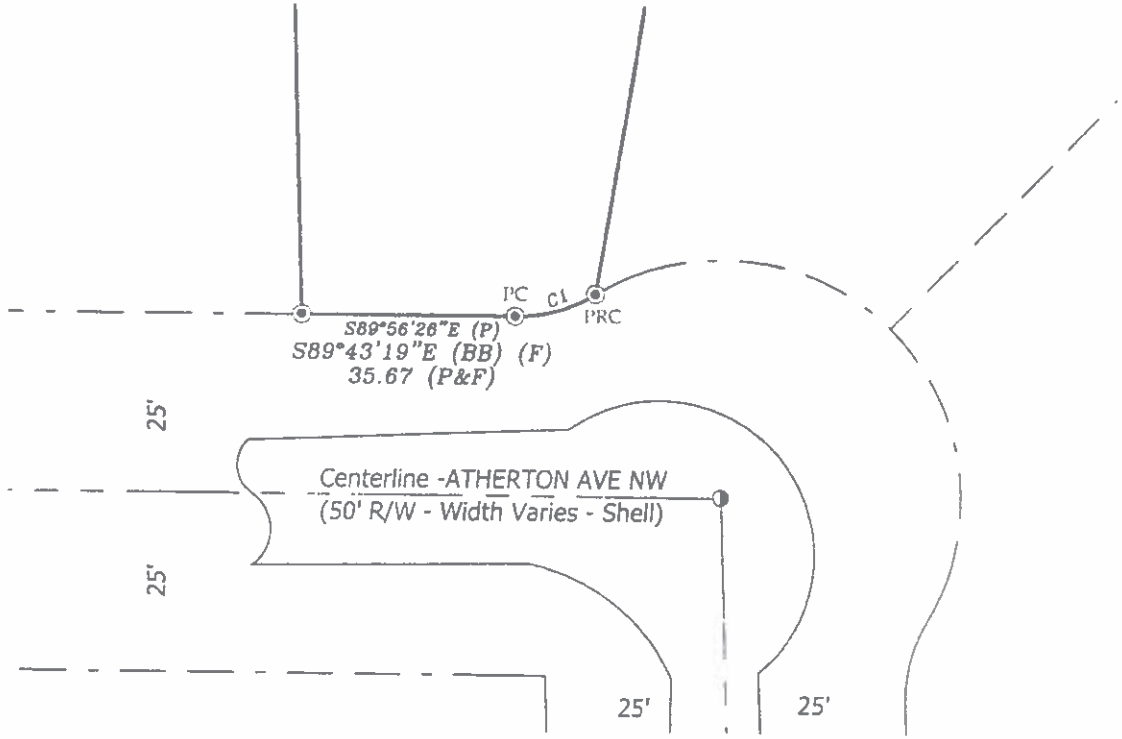
BOUNDARY SURVEY
EXHIBIT A

LEGAL DESCRIPTION:
LOT 10, BLOCK 198, PLACID LAKES INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLATBOOK 8, PAGE 63, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.



LEGEND:
(P) = Plat Data
(F) = Field Data
PC = Point of Curvature
PRC = Point of Reverse Curvature
◉ = 5/8" Iron Rod & Cap Set (LB 7827)
● = 5/8" Iron Rod & Cap Found (LB 5402)
✪ = 5/8" Iron Rod & Cap Found (Illegible)
◑ = "PK" Disc Found (No Cap)
▭ = Asphalt Pavement
▭ = Gravel, Shell, Clay

C1 - (P&F)
RADIUS= 25.00'
LENGTH= 14.05'
CHORD= 14.05'
DELTA= 25°24'21.58"
BEARING= N74°13'26.74"E



PROPERTY ADDRESS:
101 ATHERTON AVE NW
LAKE PLACID, FL 33852

CERTIFIED TO, AND FOR
THE EXCLUSIVE USE OF:
DAVE LAURENCE

SURVEYOR'S NOTES:

1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this survey.
2) The legal description shown hereon was provided by client.
3) The parcel shown hereon lies in ZONE "X", according to the Federal Emergency Management Agency's Flood Insurance Rate Map, Community No. 12055C, Panel 0368 C,, effective November 18, 2015.
4) Underground improvements, if any, were not located unless shown hereon.
5) Field bearings are based on the Northern right of way line of Atherton Ave NW, as being S89°43'19"E (BB)

PROJECT NO.: HI00806305
Field Survey Completed: 4/20/2021
Drawn: RKM
Checked: RPS
F.B.. S-79. PG-64
Revised:

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the map or plat shown hereon is a graphic representation of the described lands recently surveyed under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes.

Sherco, Inc.
SURVEYING SERVICES
16 North Lake Avenue
Avon Park, Florida 33825
Ofc: (863) 453-4113 Fax: (863) 453-4122

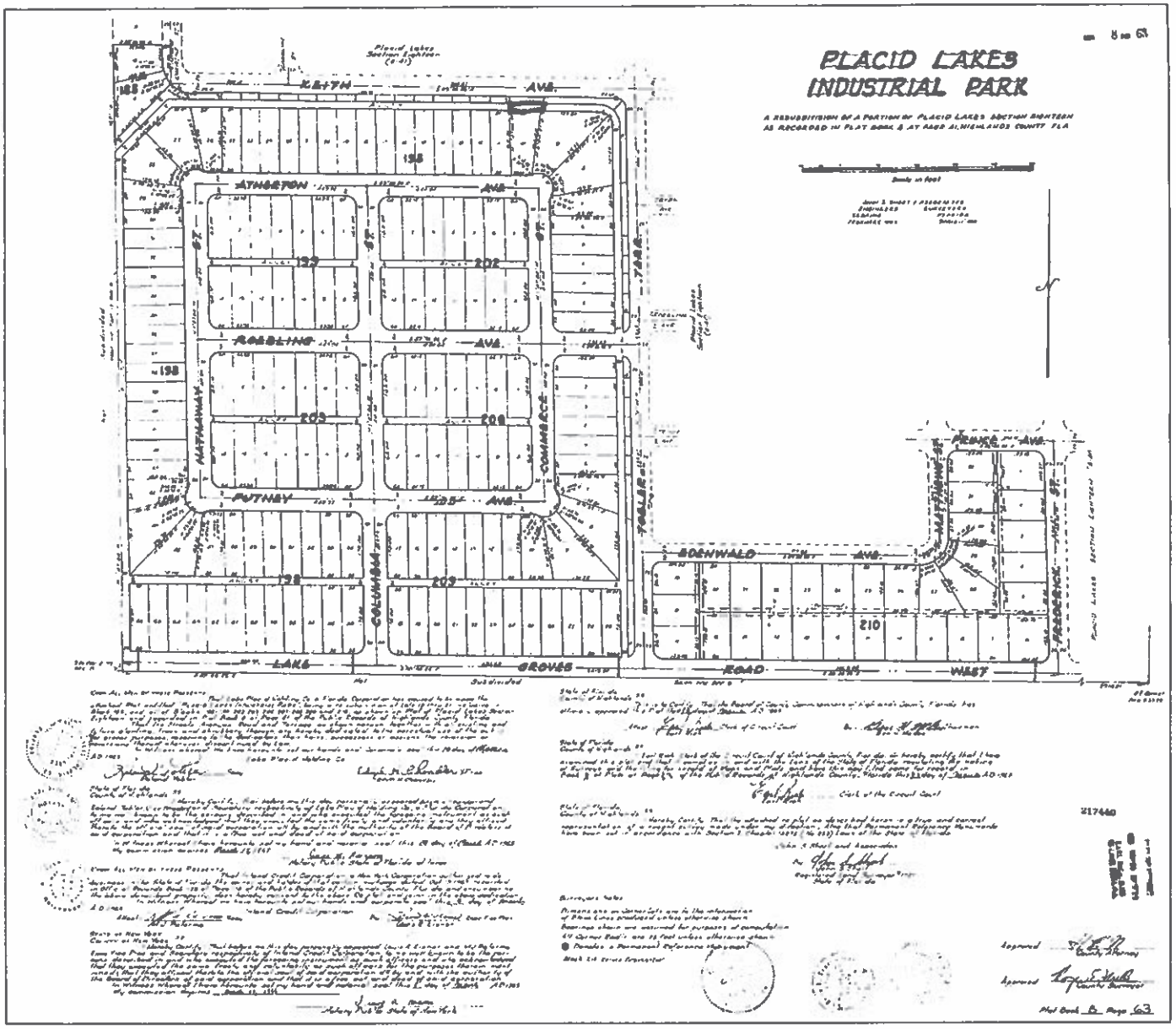
EMBOSSED

SEAL

Robert Phillip Schuler, P.L.S.
Florida Registration # LS 2930
Certificate of Authorization # LB 7827

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Z:\TEMPORARY\JOBS_NEW\HI00806305\dwg\HI00806305.dwg, 11X17_P, 8/2/2021 1:40:20 PM, RPS05



PLAT BOOK 8 PAGE 63

OFFICIAL RECORDS FILE#: 2007143 OR BK 2784 PG 1563 PAGES: 2
11/18/2020 10:46:28 AM REC FEES: $18.50 DEED DOC:$28.00
D.C. DLATIMER JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

NL
18.50
28.00
1.00 CF

Prepared by and return to:
ROBERTO P. CELAYA
Attorney at Law
Sheehan & Celaya, P.A.
300 Dal Hall Blvd.
Lake Placid, FL 33852
863-465-1551
File Number: **20-305**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of **November, 2020** between **ROBERT R. KURABIESKI and DAWN L. KURABIESKI a/k/a ROBERT E. KURABIEKSI and DAWN L. KURABIEKSI, husband and wife** whose post office address is **113 Delta Avenue, Lake Placid, FL 33852**, grantor, and **VALERIE LAURENCE** whose post office address is **113 Murray Court NW, Lake Placid, FL 33852**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

Lot 10, Block 198, PLACID LAKES INDUSTRIAL PARK, according to the map or plat thereof as recorded in Plat Book 8, Page 63, Public Records of Highlands County, Florida.

Parcel Identification Number: C-14-37-29-300-1980-0100

SUBJECT TO:
1. **Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.**
2. **Restrictions and matters appearing on the plat or otherwise common to the subdivision.**
3. **Outstanding oil, gas and mineral rights of record without right of entry.**
4. **Unplatted public utility easements of record.**
5. **Taxes for year of the Deed and subsequent years.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Roberta T. Colyer

Witness Name: Paula A. DeFord

ROBERT R. KURABIESKI (Seal)

DAWN L. KURABIESKI (Seal)

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4 day of November, 2020 by ROBERT R. KURABIEKSI and DAWN L. KURABIEKSI, who [X] are personally known or [ ] have produced a driver's license as identification.

[Notary Seal]

Paula A. DeFord
MY COMMISSION # GG953943
EXPIRES: March 23, 2024

Notary Public

Printed Name: _____

My Commission Expires: _____

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2020 REAL ESTATE 83943 40

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C143729-30019800100
ESCROW CD

Visit one of our locations:
Sebring Office: 540 S Commerce Ave, Sebring, FL 33870 (Drive-Thru Available)
Avon Park Branch: 116 E Main St (Next to City Hall) Avon Park, FL 33825
Lake Placid Branch: 11 N Pine Ave, Lake Placid, FL, 33852
http://www.hctaxcollector.com/ (863)402-6685

08/25/2021 02:34:08

EXEMPTION CODES	

LAURENCE VALERIE
113 MURRAY CT NW
LAKE PLACID, FL 33852

101 ATHERTON AVE NW LAKE PLACID

PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAXES LEVIED
COUNTY GENERAL	2,258	0	2,258	8.5500	$19.31
SCHOOL GENERAL FUND	2,258	0	2,258	3.8270	$8.64
SCHOOL BASIC DISCRETIONARY	2,258	0	2,258	0.7480	$1.69
SCHOOL CAPITAL IMPROVEMENT	2,258	0	2,258	1.5000	$3.39
SWFWM DISTRICT	2,258	0	2,258	0.2669	$0.60
TOTAL AD-VALOREM TAXES				14.8919	$33.63

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
PLACID LAKES SBD (061)	$20.00
COUNTY FIRE - PARCEL (124)	$25.18
TOTAL NON AD-VALOREM ASSESSMENTS	$45.18

COMBINED TAXES AND ASSESSMENTS	$78.81

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Aug 25, 2021	Sep 30, 2021	Oct 31, 2021	Nov 30, 2021	Dec 31, 2021
Please Pay	0.00	0.00	0.00	0.00	0.00

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

LAURENCE VALERIE
113 MURRAY CT NW
LAKE PLACID, FL 33852

101 ATHERTON AVE NW LAKE PLACID

PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 10 BLK 198

2020-REAL ESTATE 83943

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C143729-30019800100			40

PAID 11/05/2020 $75.66 RECEIPT # 504948

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

December 20, 2021

Ms. Valerie Laurence
113 Murray Ct NW
Lake Placid, Fl. 33852

RE: ROAD CLOSING – 20' PLATTED ALLEY (101 ATHERTON AVE)

Dear Ms. Laurence:

I have reviewed all of the information in regard to the above referenced roadway/alley. The resolution to set the public hearing for February 15, 2022 has been placed on the January 18, 2022 Board Agenda.

Enclosed is the Public Notice of Intention form, setting the public hearing date to consider this requested closing for February 15, 2022. **Please be advised that this Public Notice of Intention Form cannot be advertised until after the January 18, 2022 meeting**. Petitioner shall publish the Notice of Public Hearing **one** time in a newspaper of general circulation in Highlands County at least **two weeks prior to the date stated therein for such hearing.**

The County will place a 36" x 48" sign of durable material, as to withstand the elements of weather, posted at each end of the proposed road to be closed and at every intersection of the proposed road to be closed with any other public or private road. The sign shall contain lettering not less than two (2) inches in size and shall read **"PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE A ROAD"**, and the Notice of Public Hearing, sealed in plastic material will be attached to said sign.

If you have any questions, please contact Jennifer Willis or Vickey Linsinbigler at 402-6877 or via email at jwillis@highlandsfl.gov or vlinsinbigler@highlandsfl.gov.

Sincerely,

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

G:\Road Closures\2021\101 Atherton Ave NW\Letter of No Objection - C Howerton\No Objection Letter - Proposed Road Closing 101 Atherton Ave NW.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Vacation of Alley

October 28, 2021

Valerie Laurence,
Owner
113 Murray Ct NW
Lake Placid, FL 33852

RE: 101 Atherton Ave NW, Lake Placid, FL 33852

Dear Ms. Laurence,

The Highlands County Road and Bridge Department has received your request to vacate the alley described as follows:

> **That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.**

Highlands County Road and Bridge Department has **NO OBJECTION** to the vacation of Alley as provided in the legal description above.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

Sincerely,

Jonathan Harrison
Road and Bridge Director
Highlands County Road & Bridge

JH/lgc

Cc: Clinton Howerton, Engineering Department
Jennifer Willis, Engineering Department
Leah Sauls, Building Department

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ZONING DIVISION
501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6638 Fax (863) 402-6651 www.highlandsfl.gov

October 28, 2021

Ms. Valerie Laurence
113 Murray Ct. NW
Lake Placid, FL 33852

Re: Vacation of Alley
101 Atherton Ave. NW
Lake Placid, FL 33852

Dear Ms. Laurence,

In my opinion as the Zoning Supervisor, vacating the portion of alley as described below will not cause any non-conforming use of any property:

> **That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.**

Sincerely,

Rachel Barry

Rachel Barry
Zoning Supervisor

11/9/2021

Valarie Laurence
101 Atherton Avenue NW
Lake Placid, FL 33852

No Reservations/No Objection

SUBJECT: 101 Atherton Ave NW – Alley's Legal Description

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to discuss this vacate request, please contact Bill Paul at 727-449-3544 or william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P838681

10-28-2021

Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

No Reservations/No Objection,

The purpose of this letter is to confirm the fact that Comcast has no objection to the vacate of the alley associated with your parcel:

101 Atherton Ave NW – Alley's Legal Description

That portion of the 20-foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely,

Paul Brown
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914–7844
Brown_Paul@Comcast.com

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

November 15, 2021

Via email: valerie0200@yahoo.com

Ms. Valerie Laurence
101 Atherton Avenue NW
Lake Placid, Florida 33852

RE: Vacation of Portion of Alley
Highlands County, Florida

Dear Ms. Laurence:

Please be advised that Duke Energy, Distribution and Transmission Departments have **"no objection"** to the vacation and abandonment of that portion of the twenty foot (20') platted alley dividing the northerly and southerly portions of Lot 10, Block 198, PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by prolongations of the easterly and westerly boundaries of said Lot 10, being more particularly as shown on the attached two (2) page Boundary Survey Exhibit A, drawn by Sherco, Inc. Surveying Services, Dated April 20, 2021, Project No. HI00806305, attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra
Irma Cuadra
Senior Research Specialist

Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

Office: (863) 465-0345
Water Plant: (863) 465-2427
Fax: (863) 465-1313

September 10, 2021

Valarie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

Re: Parcel ID # C-14-37-29-300-1980-0100
Placid Lakes Industrial Pk Lot 10, Blk 198:

Dear Ms. Laurence

After review or your request to vacate the alley easement located at 101 Atheron Ave NW, Lake Placid, Fl 33852:
That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

Placid Lakes Utilities has "No Objection" to vacation said portion of alley easement.

Sincerely,

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd. NW
Lake Placid, Fl 33852

SEBRING GAS SYSTEM, INC.
3515 U.S. Highway 27 South Sebring, Florida 33870-5452 863.385.0194 Fax 863.385.3423

November 11, 2021

Highlands County Engineering Dept.
505 S. Commerce Avenue
Sebring, FL 33870

To Whom It May Concern:

Reference: 100 Commerce ST NW Lake Placid FL 33852; 101 Atherton Ave NW Lake Placid FL 33852

Please be advised that our office has no objections to vacate the easements, roads, or alleyways in the areas referenced above; we have no facilities in the area(s):

That portion of the 20 foot platted alley dividing the easterly and westerly portions of Lot 8, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the north and south by the prolongations of the northerly and southerly boundaries of said Lot 8.

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 10, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 10.

If you have any further questions, please feel free to contact me at 863-385-0194.

Sincerely,

Cameron Menzie
Sebring Gas System, Inc.
Operations Supervisor
Office: (863) 385-0194
Cell: (863) 253-9394
http://www.sebringgas.com

Cc: Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852
518-269-9442
Valerie0200@yahoo.com

BETTER BECAUSE IT'S GAS. BEST BECAUSE IT'S NATURAL GAS.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-597SS, for an approximate 1.52-acre parcel, from Medium Density Residential (RM) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 1.52-acre parcel to change the Future Land Use Map from Medium Density Residential (RM) to Commercial (C).

The parcel is vacant of structures and covered in native vegetation. The property is located within a regulatory floodway between Lake Letta and Lake Bonnet. The Applicant is proposing to utilize the property for a future commercial development.

There is a companion request for a zoning change from Mobile Home and Residential Subdivision District (M-1-S) to Business District with a Conditional Use (B-3 CU), P&Z 2097.

The Planning and Zoning Commission recommended approval of CPA-22-597SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.52 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS 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-22-597SS for BCC SGIS, INC.pdf
Application CPA-22-597SS for BCC SGIS, INC.pdf
Ordinance CPA-22-597SS for BCC SGIS, INC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 3/15/2022
Case Number: CPA-22-597SS	**Case Name:** SGIS
Agent: William Pyle	**Property Owners:** SGIS, Inc.
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 1.52-acre parcel, from Medium Density Residential (RM) to Commercial (C)

General Location: An approximate 1.52-acre parcel located approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park, Florida

PARCEL ID: C-06-34-29-060-0000-0030

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.52 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.52 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS 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 8, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "6A. HEARING NUMBER CPA-22-597SS - SGIS, INC. C/O WILLIAM PYLE** An approximate 1.5-acre parcel located

approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park; and legally described as follows: Lots 3 and 4, Tucker Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Medium Density Residential (RM) to Commercial (C). Mr. Roberts read the request and Ms. Vazquez and Mr. Pyle presented the request. There were no letters received, and no one in the audience spoke for or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.5 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS 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.**"

4. **Excerpt from the January 11, 2022 Adopted P&Z Minutes: "<u>A. HEARING NUMBER CPA-22-597SS – SGIS, INC. C/O WILLIAM PYLE</u>** An approximate 1.52-acre parcel located approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park; and legally described as follows: Lots 3 and 4, Tucker Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

   The Applicant is requesting a small-scale plan amendment from Medium Density Residential (RM) to Commercial (C). Mr. Roberts read the request and Ms. Vazquez presented the request. There were no letters received; no one spoke in favor of or against the request. Staff conveyed the applicant's request to continue the application to the next regularly scheduled meeting in order to amend the application for a Conditional Use.

   Motion by Mrs. Hunnicutt and seconded by Mr. Boring to continue the application to February 8, 2022, at 3:00 p.m., or as soon thereafter as possible.

   Upon roll call, all members voted yes. **Motion to continue carried 6-0**."

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 1.52-acre parcel, from RM to C.

The parcel is vacant of structures and covered in native vegetation. The property is located within a regulatory floodway between Lake Letta and Lake Bonnet. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a zoning change from Mobile Home and Residential Subdivision District (M-1-S) to Business District with a Conditional Use (B-3 CU), P&Z 2097.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RM	M-1-S
Adjacent Property to the North	Miscellaneous (Shed)	RM	M-1-S
Adjacent Property to the South	Warehouse Storage	AG (Agriculture)	AU (Agricultural District)
Adjacent Property to the East	Vacant/ Non-Ag Acreage	AG	AU
Adjacent Property to the West	Highlands Shrine Club/Vacant County-Owned Building (former Jaycees building)	P (Public/Quasi-Public Facility and Institutional Lands)	P (Public and Quasi-Public Lands District)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policy: 1.1, General Growth Management Strategy; Policy 1.2.D.1., Agriculture (AG), Policy 1.2.D.3, Medium Density Residential (RM), Policy 1.2.D.5., Public/Quasi-Public Facility and Institutional Lands (P), and Policy 1.2.D.7., Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.221: Mobile Home and Residential Subdivisions District (M-1-S), Section 12.05.242: Business District (B-3), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.292: Conditional Use District (CU).

4. The Application is supported by the following Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Goal: Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses, discourage urban sprawl, protect environmentally sensitive lands, reduce greenhouse gas emissions, and provide guidance for the location, type, and intensity for new development, within the 2010 to 2030 planning period.

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:

1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030; and

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; and…

4. Development opportunities which provide permanent jobs and improve the County's revenue base.

7. Provide a basic recognition that the land uses outside of urbanized areas are primarily agricultural activities or low density rural development except in the Compact Urban Development Area of Sustainable Communities.

E. The following measures in addition to implementation of FLU Policy 1.2.A through FLU Policy 1.2.D. shall be undertaken by the County to encourage orderly growth, to promote compatible land use patterns, to maintain separation between urban and agricultural land use activities, and to avoid or minimize impacts to the County's environmental resources.

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: Staff has no objection to the Commercial future land use designation request. The reduced request for an office is more compatible with surrounding zoning designations.

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: Entire property listed as wetland on the conservation overlay map. Owner/developer needs to follow wetland regulations and follow through with retention pond – otherwise no comment.

Florida Department of Health: No objection.

Florida Department of Transportation: SR 17 is classified as an Urban Major Collector, Roadway Access Class 4 with 2, 12-ft lanes and 58-ft of ROW. The preliminary existing and future context classification for this roadway at the project location is C2 with a 55-mph speed limit, existing land-use and development does not support a higher context classification. No multimodal alternatives available: no sidewalks, no bike lanes, and no transit options. As of November 30, 2021, SR 17 is not identified within FDOT's Adopted or Tentative Five-Year Work Program for roadway improvements. Developments adjacent to SR 17 are required per Florida Administrative Code 14-96 to submit to the Department for the appropriate permit(s) to connect to the state roadway system. Additionally, the Department will require sufficient information to determine what, if any, additional improvements to SR 17 will be required as a result of traffic generated by said development. This information may be submitted directly to District One for review.

Sebring Reginal Airport (SEF): The proposed applications have no impact to SEF; however, the developer should be made aware that any structure will need to undergo a 7460 review.

5.B. The following Departments, Divisions, and Agencies offered no comment: Highlands County Fire Rescue.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Highlands County Emergency Management and Highlands County Emergency Medical Services.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 95 feet.
2. **Soils:** The soil underlying the site are:
   Basinger Fine Sand; Nearly level, poorly drained soil on the low flatwoods and in poorly defined drainageways. The available water capacity of this soil is low, and the permeability is rapid. The soil has severe limitations for urban uses due to wetness; the water table is within 12 inches of the surface during the summer rainy season and 12 to 40 inches for 6 months or more during extended dry periods.
   Samsula Muck; This nearly level, very poorly drained, organic soil is in depressions, swamps, and marshes. The available water capacity is high, and permeability is rapid. The soil has severe limitations for urban and recreational uses; the soil is ponded 6 to 9 months of the year.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered in native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Medium Density Residential.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
4. **Current FLUM Population Yield:** The current FLUM allows 4 to 8 dwelling units per acre. The parcel would currently carry a potential population yield of 13 persons; 4 x 1.52 acres = 6.24 dwelling units; 6 dwelling units x 2.3 persons = 13.8 persons.
5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for office; up to 0.80 for other commercial uses.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a surveying office with accessory storage building(s) only. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetlands. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and AE, for areas located inside the Special Flood Hazard Areas, as depicted on the Flood

Insurance Rate Map Community Panel Number **12055C0137C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank 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 SR 17 S.
5. **Railroad Access:** There is no railroad access to the 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.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature. The proposed use will not generate student impacts to the school district; school concurrency **is not** required.

6.G. Airports: The subject property is located approximately 5.2 miles southeast of the Avon Park Executive Airport and 8.7 miles northwest of the Sebring Regional Airport.

6.H. Fundamental Planning Analysis ref. Comprehensive Plan:
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The subject project area is indicated to contain Wetland habitat. The applicant will be required to obtain Environmental Clearance through Highlands County Planning Division. All required permits from appropriate agencies

shall be obtained prior to development. Properties located along SR 17 should not be developed with commercial uses unless it can provide direct benefits to the surrounding neighborhood and minimal impact to the natural resources or ecosystems.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* This indicator is not applicable. The property is not located next to a multimodal transportation system; the closest proposed shared bikeway is 2 miles south.

(4) *Promotes conservation of water and energy:* This indicator is not applicable.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* The future development will locate on a property already designated for residential use; hence, the development preserves existing agricultural lands. The proposed request will also help limit the density and/or intensity of the property.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* This indicator is not applicable. The future development will locate on undisturbed natural lands.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an area with a diverse range of land uses. The permitted uses in the Commercial Future Land Use designation will allow for commercial uses to meet the residential, agricultural, and commercial demands of the area.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

7. Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: The Applicant is encouraged to seek parcels within the community that are currently designated Commercial. If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.52 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS 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 5: Site Photographs

Exhibit 1:

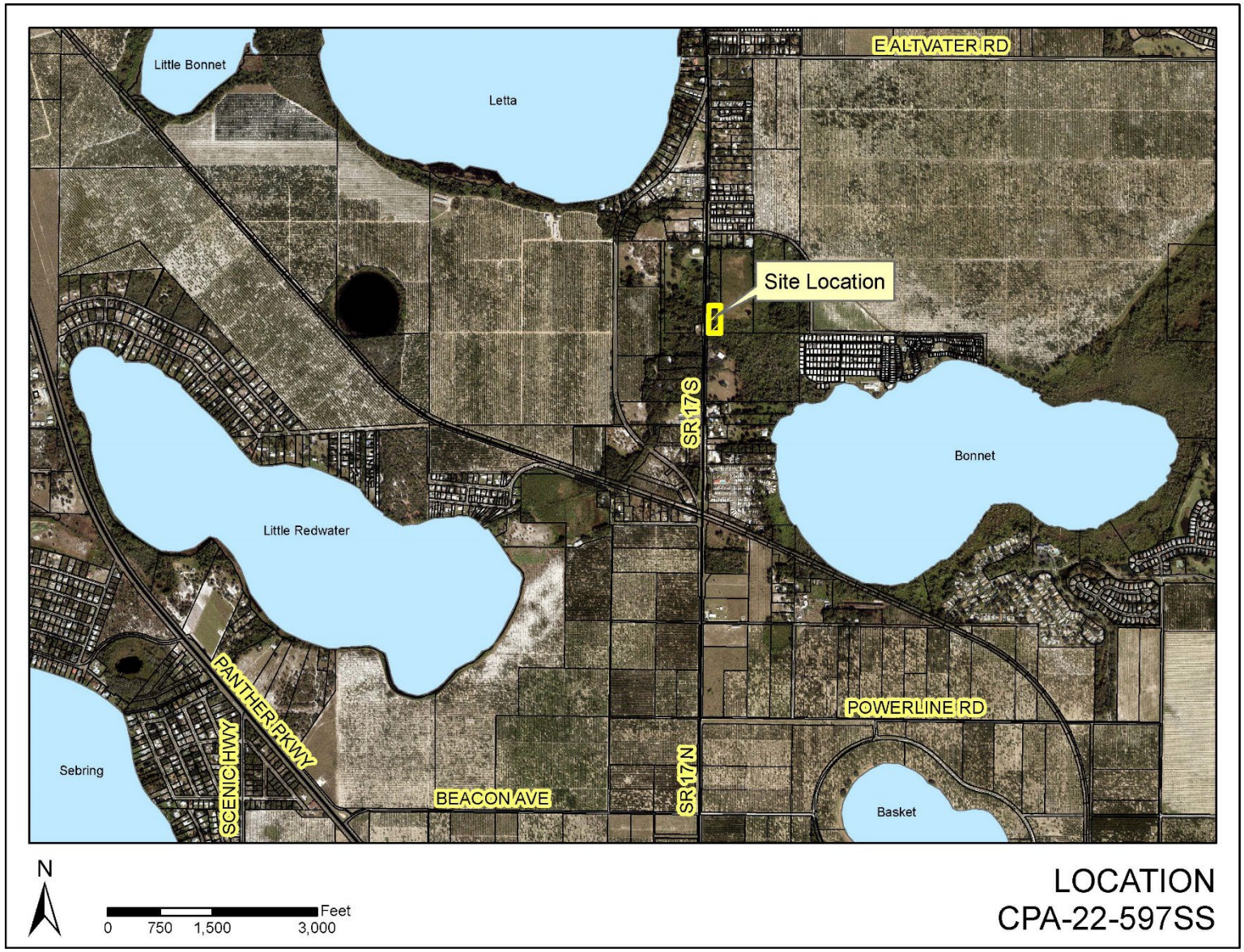

Little Bonnet
Letta
E ALTVATER RD
Site Location
SR 17S
Bonnet
Little Redwater
PANTHER PKWY
SCENIC HWY
POWERLINE RD
Sebring
BEACON AVE
SR 17N
Basket
N
0 750 1,500 3,000
Feet
LOCATION
CPA-22-597SS

Exhibit 2:

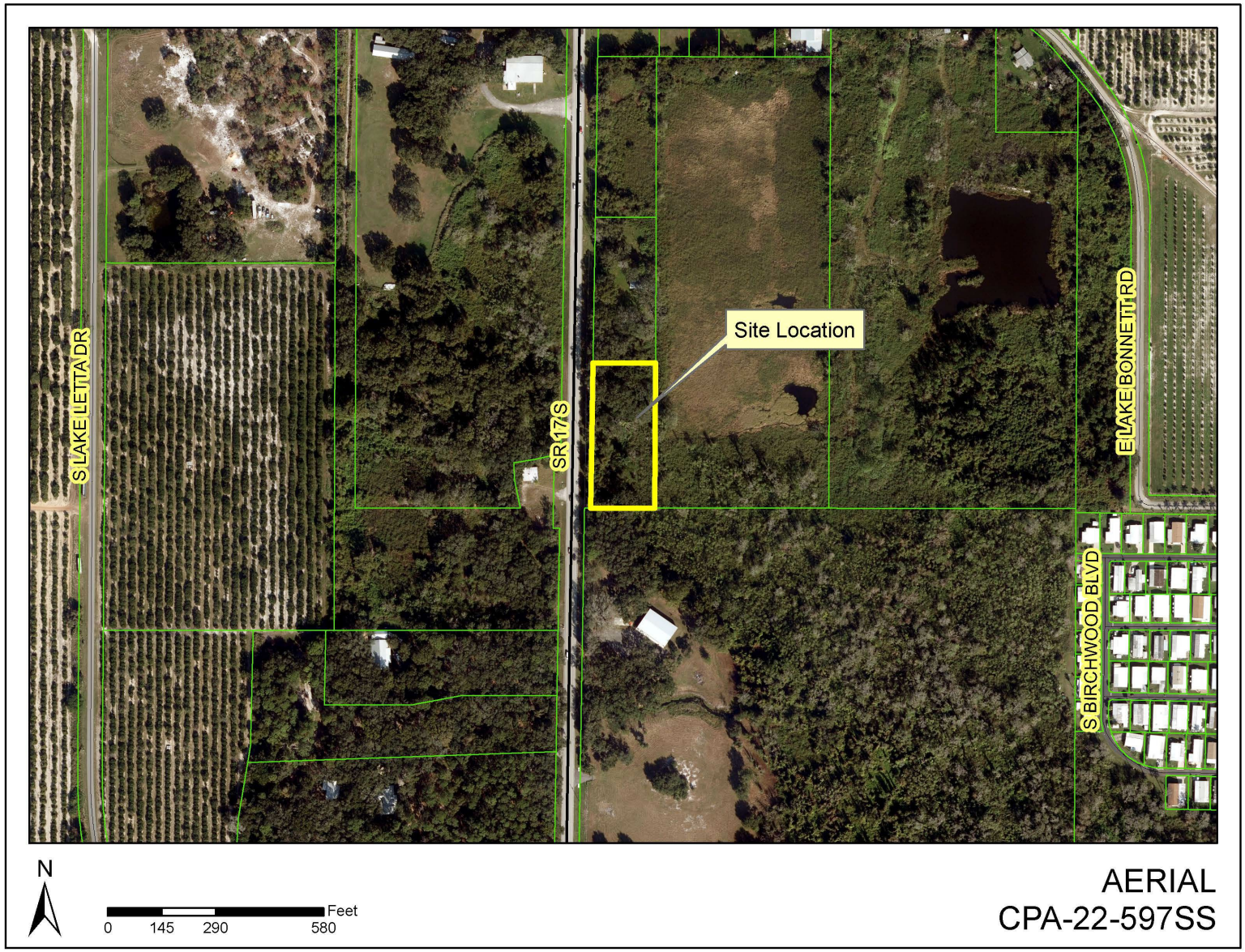
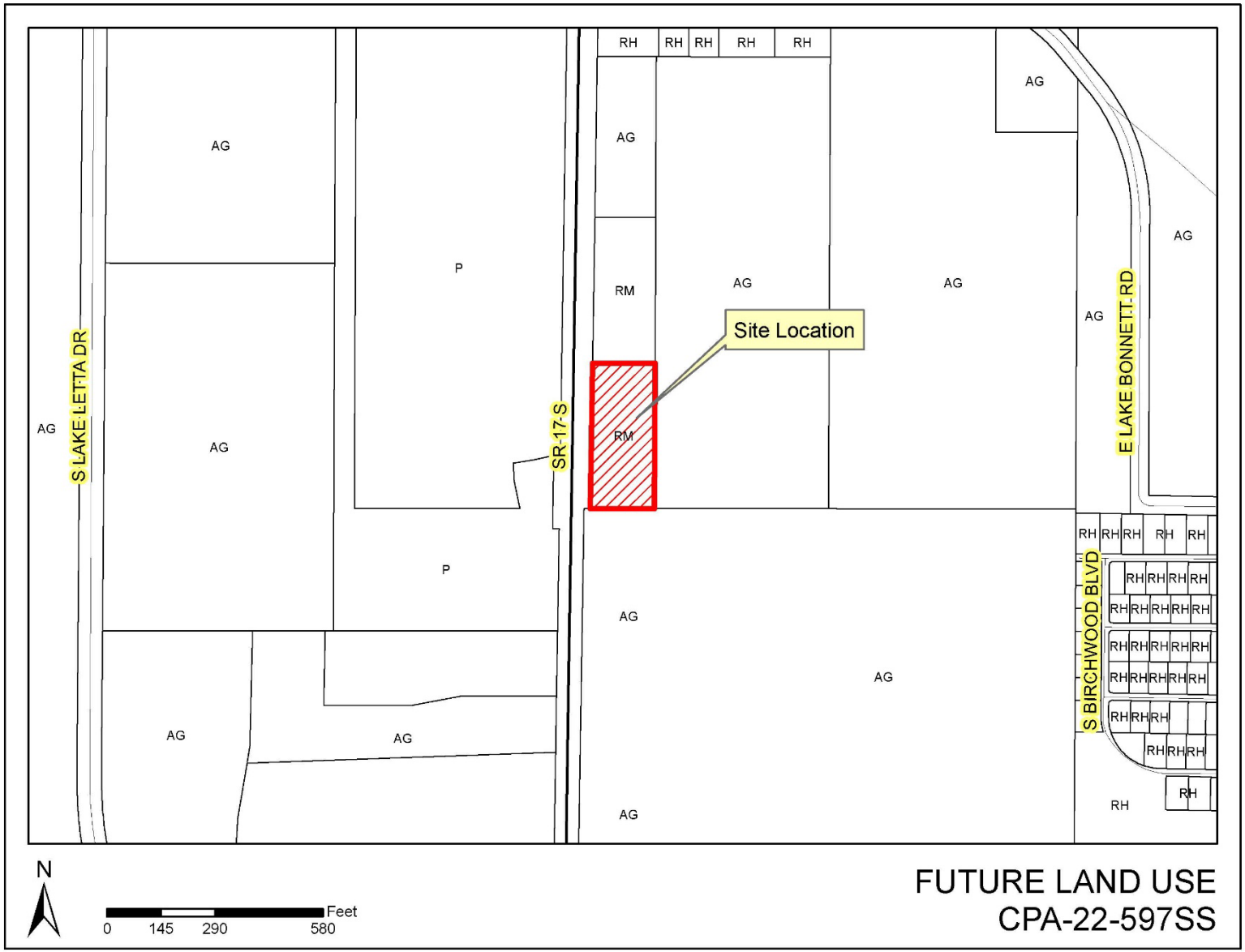

Site Location
S LAKE LETTA DR
SR 17/S
E LAKE BONNET RD
S BIRCHWOOD BLVD
N
0
145
290
580
Feet
AERIAL
CPA-22-597SS

Exhibit 3:


S LAKE LETTA DR
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Site Location
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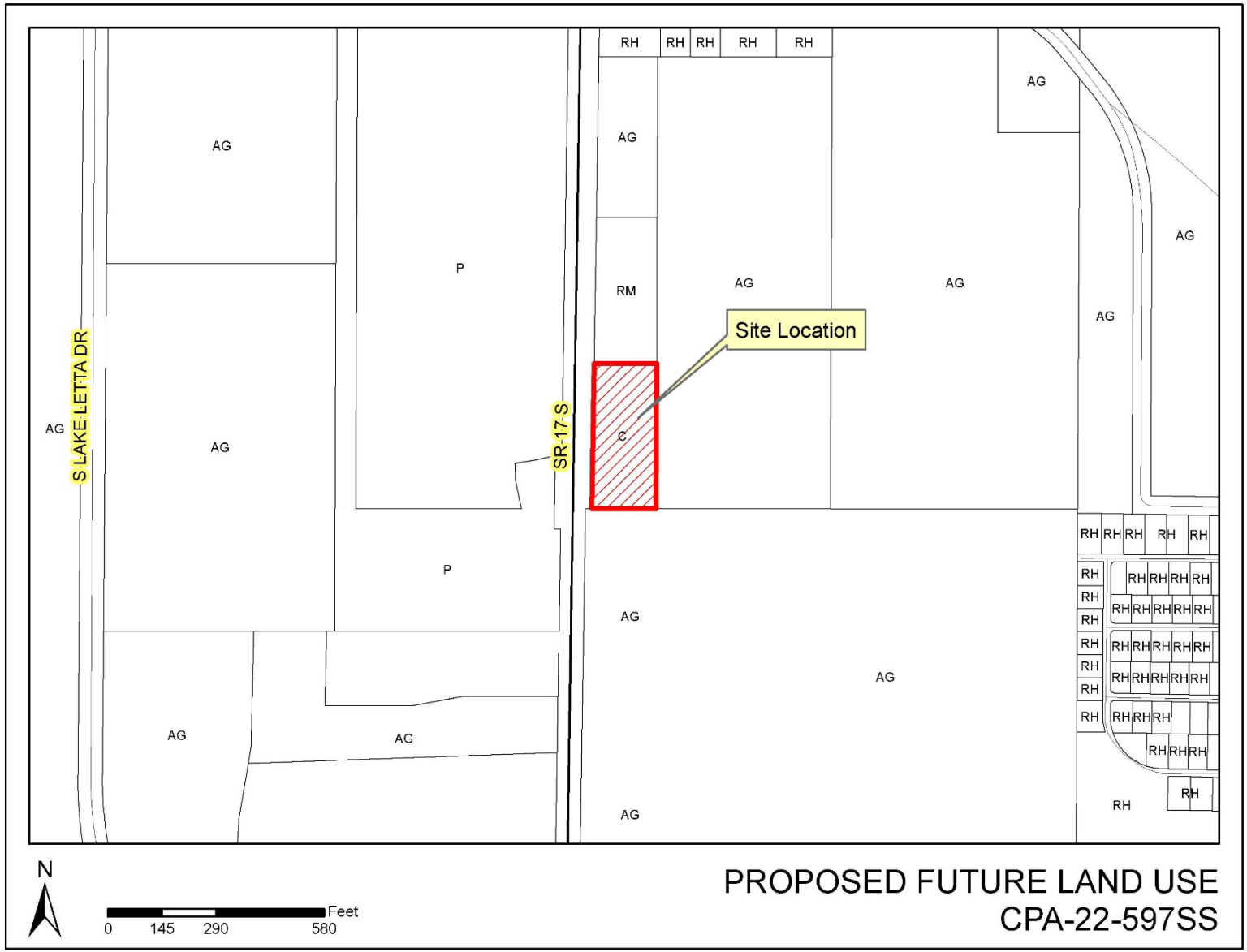
0 145 290 580 Feet
FUTURE LAND USE
CPA-22-597SS

Exhibit 4:


S LAKE LETTA DR
SR 17 S
Site Location
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N
0 145 290 580 Feet
PROPOSED FUTURE LAND USE
CPA-22-597SS

Exhibit 5:

Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: [redacted] RM Change to: [redacted] C

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY: Project # 21110006

Case Number: CPA-22-597SS **Date of Application:** 11/17/2021

Amount of Fee: $ 1,500.00 **Tax Map No.:** 67-B

Hearing Dates: P&Z 01/11/2022 BOCC 02/15/2022

This application has been reviewed for completeness and determined sufficient.

[signature] 11/22/2021
Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-06-34-29-060-0000-0030 **STRAP No. C-**___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): WILLIAM PYLE KYLE STINENDER (SGIS, INC)

   Mailing Address: 4479 U.S. 27S SEBRING, FL 33870

   Daytime Telephone No. (863) 368-1693 **E-Mail Address:** pyle.wille@gmail.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: _____

   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: CHANGE THE PROPERTY TO AN OFFICE SITE FOR USE OF A SMALL BUSINESS. RATHER THAN ADD MOBILE HOMES TO THIS AREA, ADDING A BUSINESS BUILDING FITS WITH THE NEIGHBRING PROPERTIES. SITE DEVELOPMENT WILL INCLUDE DRAINAGE RETENTION AND PROTECT NEARBY WATERWAYS
4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) INFRASTRUCTURE ELEMENT - GOAL 4 : 2 ECONOMIC DEVELOPMENT - HELP PROFF. SERVICE
   b. Objective(s) 1 - COMMERCIAL BUSINESS (PROF. SERVICE) ON ARTERIAL ROADWAY GROW
   c. Policy(ies) 2.B.4. HAVING RESIDENCES HERE WOULD NOT FOSTER TRADITIONAL NEIGHBORHOOD VALUES & RESOURCES. 1.2.3.10 - STORMWATER RUNOFF TO BE COLLECTED IN RETENTION POND. RESIDENCES WOULDN'T REQUIRE POND. LESS BATHROOMS THAN RESIDENCE LESS WASTE WATER

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. LOTS 3 and 4, TUCKER SUBDIVISION, PER PLAT BOOK 13, PG 67 PUBLIC RECORDS, HIGHLANDS COUNTY

6. **Street Address(es) of Property Covered by the Application:** 2685 SR 17S, AVON PARK, FL

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** _____

8. **Existing Zoning District:** M-1S **Existing Future Land Use Classification:** RM

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) 390 feet, (depth) 167 feet, road frontage 390 feet, water frontage NA feet, **Total acres:** 1.5

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	RM	M-1 S
South	STORAGE/WAREHOUSE	AG	AU
East	FARM ~~CONTRACTOR BUILDING~~	AG	AU
West	GOV. BUILDING (TAYCEE)	P	P

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 5200

16. **Residential Density:** The proposed density is NA units per acre.

17. **Intensity:** The proposed intensity is 5,200 square feet at 8% Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☑ **No**
If yes, the potable water system requirements will be accommodated by the CITY OF AVON PARK 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.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

ORDINANCE NO. 21-22-14

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-06-34-29-060-0000-0030; 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-06-34-29-060-0000-0030 (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 duly noticed public hearings on January 11, 2022 and continued on February 8, 2022, to review the small-scale amendment to the Property, identified by CPA-22-597SS, 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-22-597SS 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-22-597SS, 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-22-597SS, 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-22-597SS; 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-22-597SS, 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-22-597SS 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-06-34-29-060-0000-0030 consisting of approximately 1.52 acres and more particularly described as:

> Lots 3 and 4, Tucker Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

is hereby changed from "Medium Density Residential" 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-22-597SS, 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 15th day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2097, changing the Official Zoning Atlas for an approximate 1.52-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) 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 1.52-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU).

The parcel is vacant of structures and covered in native vegetation. The property is located within a regulatory floodway between Lake Letta and Lake Bonnet. The Applicant is proposing to utilize the property for a surveying office and accessory storage building(s) only.

There is a companion request for a Future Land Use Map Amendment from Medium Density Residential (RM) to Commercial (C), CPA-22-597SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2097 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) 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 2097 for BCC SGIS, INC.pdf
Application P&Z 2097 for BCC SGIS, INC.pdf
Resolution P&Z 2097 for BCC SGIS, INC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 3/15/2022
Case Number: P&Z 2097	**Case Name:** SGIS
Agent: William Pyle	**Property Owners:** SGIS, Inc.
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 1.52-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU); the Conditional Use being a surveying office and accessory storage building(s) only

General Location: An approximate 1.52-acre parcel located approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park, Florida

PARCEL ID: C-06-34-29-060-0000-0030

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) 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 Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) 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 February 8, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "6B. HEARING NUMBER P&Z 2097 – SGIS, INC. C/O WILLIAM PYLE** An approximate 1.52-acre parcel located approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park; and legally described as follows: Lots 3 and 4, Tucker

Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU), the Conditional Use being a surveying office with accessory storage buildings only. Mr. Roberts read the request and Ms. Vazquez and Mr. Pyle presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law, including the conditions as listed in the Staff Report.

Upon roll call, all members voted yes. **Motion carried 5-0."**

4. **Excerpt from the January 11, 2022 Adopted P&Z Minutes: "B. HEARING NUMBER P&Z 2097 – SGIS, INC. C/O WILLIAM PYLE** An approximate 1.52-acre parcel located approximately 3.31 miles east of US 27, 1.04 miles north of Powerline Rd., and 0.29 miles northwest of Lake Bonnet, on the east side of SR 17 S; the address being 2685 SR 17 S, Avon Park; and legally described as follows: Lots 3 and 4, Tucker Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

   The Applicant is requesting a zoning change from Mobile Home and Residential Subdivisions District (M-1-S) to Business District (B-3). Mr. Roberts read the request and Ms. Vazquez presented the request. There were no letters received; no one spoke in favor of or against the request. Staff conveyed the applicant's request to continue the application to the next regularly scheduled meeting in order to amend the application for a Conditional Use.

   Motion by Mrs. Hunnicutt and seconded by Mr. Boring to continue the application to February 8, 2022, at 3:00 p.m., or as soon thereafter as possible.

   Upon roll call, all members voted yes. **Motion to continue carried 6-0**."

5. **Recommended 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 as provided in Section 12.05.242 of the Code of Ordinances, Highlands County, Florida;

2. The Conditional Use shall be limited to a surveying office and accessory storage building(s) only;

3. Property owner shall obtain Environmental Clearance before clearing or impacting the property, and obtain all required permits regarding protected natural resources and ecosystem from appropriate agencies prior to development;

4. 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.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 1.52-acre parcel, from M-1-S to B-3 CU.

The parcel is vacant of structures and is covered in native vegetation. The property is located within a regulatory floodway between Lake Letta and Lake Bonnet.

The Applicant is proposing to utilize the property for a surveying office and accessory storage building(s) only.

There is a companion request for a Future Land Use Map Amendment from Medium Density Residential (RM) to Commercial (C), CPA-22-597SS.

2. Notices to Surrounding Property Owners.

On December 8, 2021, notices were mailed to 7 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	Medium Density Residential (RM)	M-1-S
Adjacent Property to the North	Miscellaneous (Shed)	RM	M-1-S
Adjacent Property to the South	Warehouse Storage	AG (Agriculture)	AU (Agricultural District)
Adjacent Property to the East	Vacant/ Non-Ag Acreage	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Highlands Shrine Club/Vacant County Building Jaycees - Previous Tenant	P (Public/Quasi-Public Facility and Institutional Lands)	P (Public and Quasi-Public Lands District)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1., Agriculture (AG), Policy 1.2.D.3, Medium Density Residential (RM), Policy 1.2.D.5., Public/Quasi-Public Facility and Institutional Lands (P), and Policy 1.2.D.7., Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.221: Mobile Home and Residential Subdivisions District (M-1-S), and Section 12.05.242: Business District (B-3), Section 12.05.280: Public and Quasi-Public Lands District (P), and Section 12.05.292: Conditional Use District (CU).

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: Staff has no objection to the requested CU. The reduced request for an office is more compatible with surrounding zoning designations.

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: Entire property listed as wetland on the conservation overlay map. Owner/developer needs to follow wetland regulations and follow through with retention pond – otherwise no comment.

Florida Department of Health: No objection.

Florida Department of Transportation: SR 17 is classified as an Urban Major Collector, Roadway Access Class 4 with 2, 12-ft lanes and 58-ft of ROW. The preliminary existing and future context classification for this roadway at the project location is C2 with a 55-mph speed limit, existing land-use and development does not support a higher context classification. No multimodal alternatives available: no sidewalks, no bike lanes, and no transit options. As of November 30, 2021 SR 17 is not identified within FDOT's Adopted or Tentative Five-Year Work Program

for roadway improvements. Developments adjacent to SR 17 are required per Florida Administrative Code 14-96 to submit to the Department for the appropriate permit(s) to connect to the state roadway system. Additionally, the Department will require sufficient information to determine what, if any, additional improvements to SR 17 will be required as a result of traffic generated by said development. This information may be submitted directly to District One for review.

Sebring Reginal Airport (SEF): The proposed applications have no impact to SEF; however, the developer should be made aware that any structure will need to undergo a 7460 review.

5.B. The following Departments, Divisions, and Agencies offered no comment: Highlands County Fire Rescue.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Highlands County Emergency Management and Highlands County Emergency Medical Services.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of 95 feet.
2. **Soils:** The soils underlying the site are:
   Basinger Fine Sand; Nearly level, poorly drained soil on the low flatwoods and in poorly defined drainageways. The available water capacity of this soil is low, and the permeability is rapid. The soil has severe limitations for urban uses due to wetness; the water table is within 12 inches of the surface during the summer rainy season and 12 to 40 inches for 6 months or more during extended dry periods.
   Samsula Muck; This nearly level, very poorly drained, organic soil is in depressions, swamps, and marshes. The available water capacity is high, and permeability is rapid. The soil has severe limitations for urban and recreational uses; the soil is ponded 6 to 9 months of the year.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered in native vegetation.

6.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Zoning Designation:** The site has a zoning designation of M-1-S.
3. **Proposed Zoning Designation:** The proposed zoning designation is B-3 CU.
4. **Current Population Yield:** The current zoning of M-1-S allows up to 1 dwelling unit per platted lot. The parcel would currently carry a potential population yield of 4 persons; 2 dwelling units x 2.3 persons = 4.6 persons.
5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for office; up to 0.80 for other commercial uses.

6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a surveying office with accessory storage building(s) only. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetlands. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is** required to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and AE, for areas located inside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0137C, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank 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 SR 17 S.
5. **Railroad Access:** There is no railroad access to the 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.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. Schools: The permitted use within the subject Conditional Use District is commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

6.G. Airports: The subject property is located approximately 5.2 miles southeast of the Avon Park Executive Airport and 8.7 miles northwest of the Sebring Regional Airport.

7. 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 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) 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 as provided in Section 12.05.242 of the Code of Ordinances, Highlands County, Florida;

2. The Conditional Use shall be limited to a surveying office and accessory storage building(s) only;

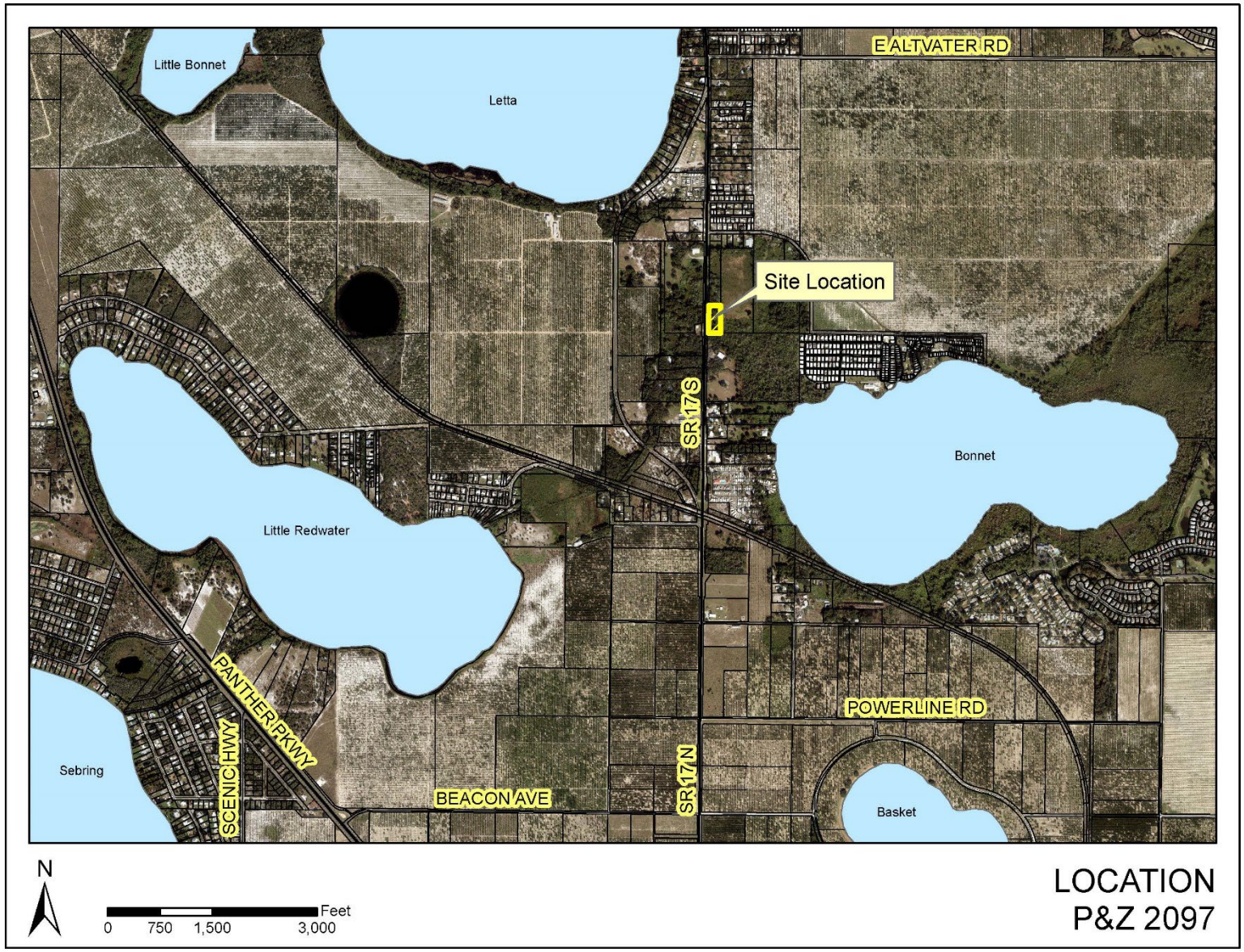
3. Property owner shall obtain Environmental Clearance before clearing or impacting the property, and obtain all required permits regarding protected natural resources and ecosystem from appropriate agencies prior to development;

4. 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.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1: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E ALTVATER RD
Site Location
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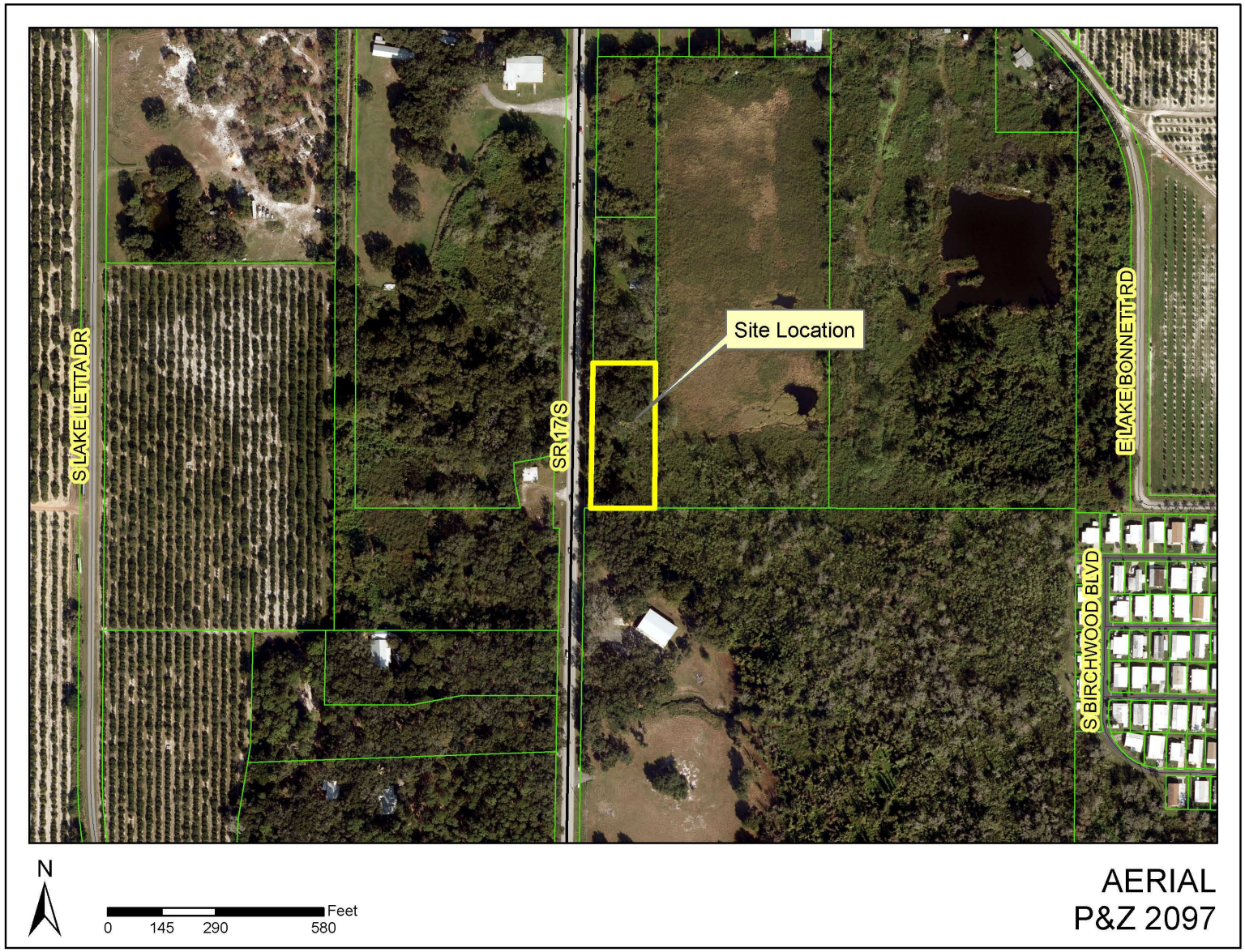
LOCATION
P&Z 2097

Exhibit 2: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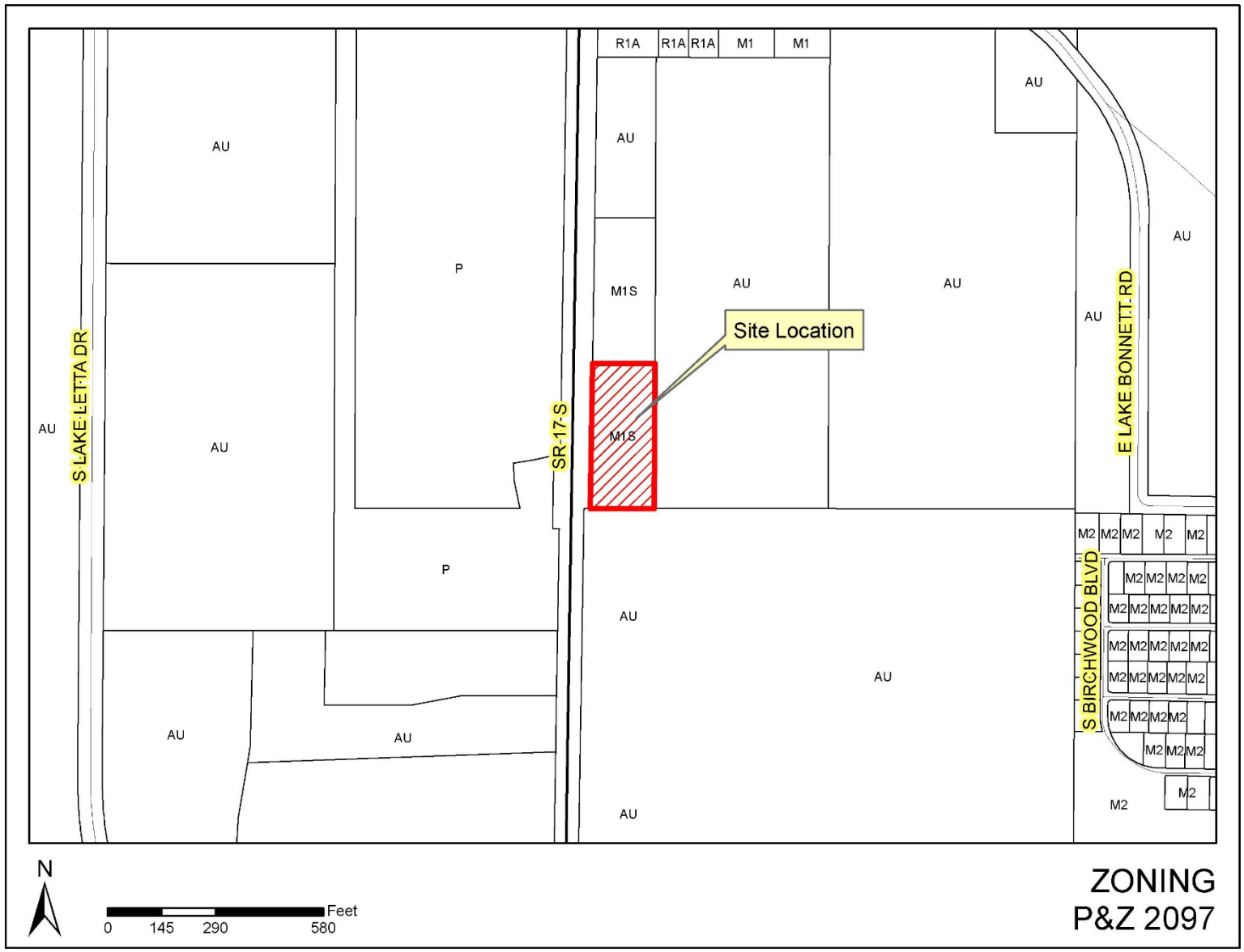
P&Z 2097

Exhibit 3: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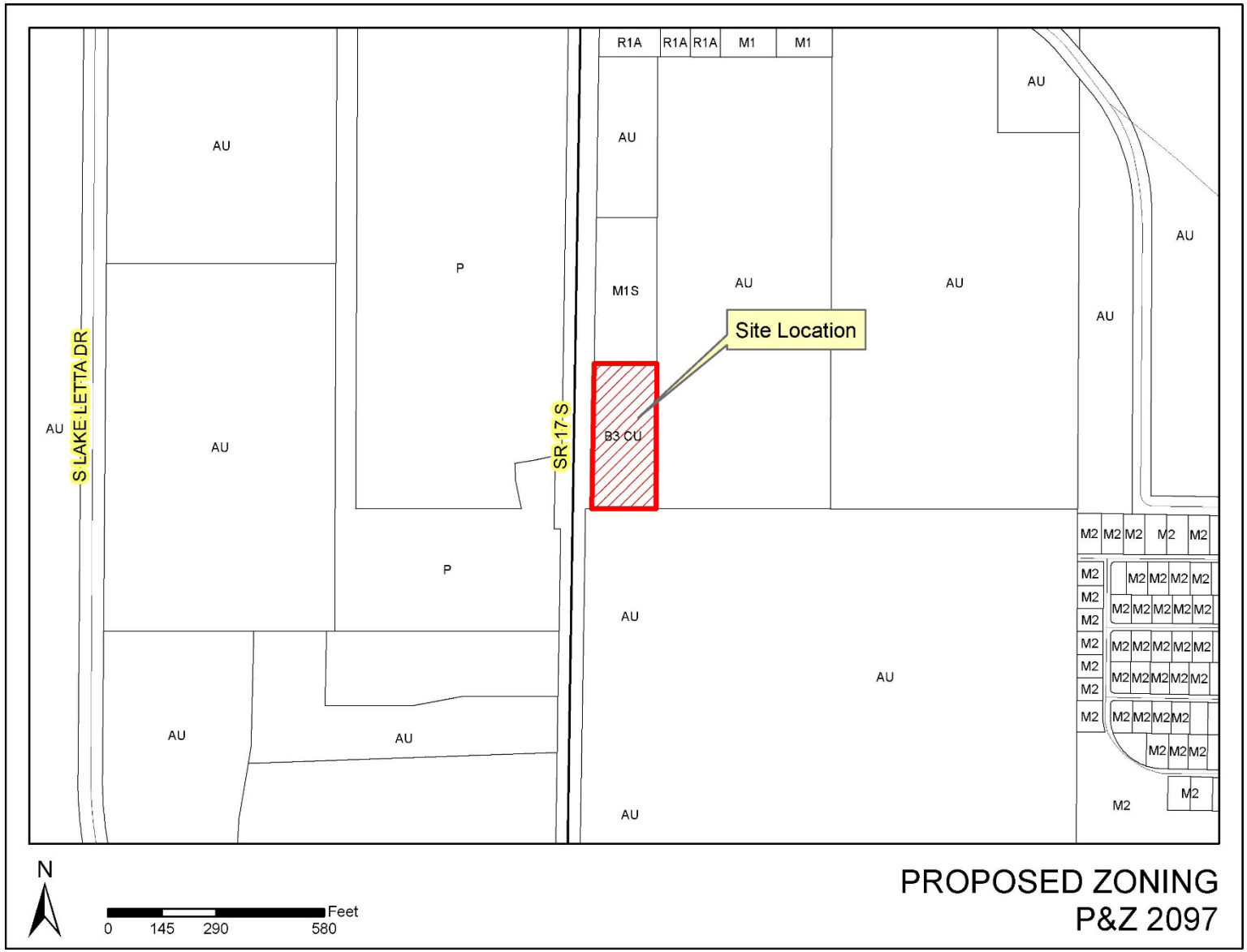
P&Z 2097

Exhibit 4: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PROPOSED ZONING
P&Z 2097

Exhibit 5:

Highlands County, Florida
Zoning Change Application

Zoning change from: M-1S
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*

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SECTION I: STAFF USE ONLY: Project # 2111 0007

P&Z Hearing Number: 2097 **Date of Application:** 11/17/2021
Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001262 **Tax Map No.:** 67-B
Hearing Dates: LP: _____ **P&Z:** 01/11/2022 **BCC:** 02/15/2022

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This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 11/24/2021

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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: WILLIAM PYLE KYLE STIVENDER (SGIS, INC)
   Mailing Address: 4479 U.S. 27S SEBRING, FL 33870
   Telephone No.: 8633681693 **E-Mail Address:** pyle.will@gmail.com
2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: _____
   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. LOTS 3 and 4, TUCKER SUBDIVISION, PER PLAT BOOK 13, PG 67 PUBLIC RECORDS, HIGHLANDS COUNTY, FLORIDA.
4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-06-34-29-060-0000-0030 **STRAP #:**C-____-____-____-_____-_____-_____
   STRAP #:C-____-____-____-_____-_____-_____ **STRAP #:**C-____-____-____-_____-_____-_____
5. **Street Address(es) of Property Covered by the Application:** 2685 SR 17S, AVON PARK, FL 33825

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SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** MHS **Existing Land Use Classification:** RM
Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 390 feet, (depth) 167 feet, street frontage 390 feet, water frontage _____ feet, **Total acres** 1.5
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☑No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☑No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☑No **If Yes,** in whose name and when? _____

12. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	VACANT	RM	M-1-S
South	STORAGE/WAREHOUSE	AG	AU
East	FARM	AG	AU
West	GOV. BUILDING (JAYCEES)	P	P

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** LAND WILL NOT BE RESIDENTIAL BUT BUSINESS USE / * CU for surveying office & accessory storage building only *

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
5200 SF. COMMERCIAL

15. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of ~~existing~~ proposed building 5200 sqft divided by Parcel size 66,149 sqft = FAR 8 %

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SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑Yes ☐No
If Yes, the potable water system requirements will be accommodated by the Avon Park City water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. UP **Applicant's Initial**

18. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☑Yes ☐No UP **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. **Solid Waste Disposal:** The proposed development will be served by the County Contractor refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: 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.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑Yes ☐No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☑**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:
CHARLIE LOWRANCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
MARK STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

January 6, 2022

Mr. Will Pyle
SGIS, Inc
4479 US 27 S
Sebring, FL 33870

Reference: Service Availability for 2685 SR 17 S, Sebring

Per your request, this letter will serve as official notification from the City of Sebring confirming adequate availability of water service for the above referenced location.

Upon receipt of payment then an account will be started for this address.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Kim Shands

Kim Shands
Administrative Coordinator

RESOLUTION NO. 21-22-85

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-06-34-29-060-0000-0030; 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-06-34-29-060-0000-0030 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic 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# C-06-34-29-060-0000-0030 and more particularly described as:

> Lots 3 and 4, Tucker Subdivision, according to the Plat thereof as recorded in Plat Book 13, Page 67 of the Public Records of Highlands County, Florida.

is hereby changed from Mobile Home and Residential Subdivisions District (M-1-S) 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 (hereinafter referred to as the "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 as provided in Section 12.05.242 of the Code ;

2. The Conditional Use for the Property shall be limited to a surveying office and accessory storage building(s) only as set forth in the approved Development Order;

3. Property owner shall obtain Environmental Clearance before clearing or impacting the property, and obtain all required permits regarding protected natural resources and ecosystem from appropriate agencies prior to development;

4. 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.

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 2097, 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 21-22-14, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property from Medium Density Residential (RM) to Commercial (C).

DONE AND ADOPTED, this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-598SS, for an approximate 3.24-acre parcel, from Medium Density Residential (RM) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 3.24-acre parcel to change the Future Land Use Map from Medium Density Residential (RM) to Commercial (C).

The subject property is vacant of structures and mostly vacant of vegetation, located on the north side of SR 64 as part of a continuous row of commercially zoned property extending from US 27 in Avon Park to North Olivia Drive.

The parcel is zoned Business District (B-3). The Applicant desires to make the zoning and future land use consistent in order to utilize the property for commercial development. Without consistent zoning and future land use designations, the property cannot be developed.

Recommended Site Plan Conditions, Restrictions and Limitations have been recommended by Staff and the Planning and Zoning Commission to be included as site plan conditions at the time of development. The Planning and Zoning Commission recommended approval of CPA-22-598SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law and move to approve the recommended site plan conditions as presented.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf
Application CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf
Recommended Site Plan Conditions, Restrictions and Limitations CPA-22-598SS.pdf
Ordinance CPA-22-598SS for BCC Nazario Badillo Ramirez, ET Al.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 3/15/2022
Case Number: CPA-22-598SS	**Case Name:** Badillo
Agent: N/A	**Property Owners:** Nazario Badillo Ramírez, Arnulfo Badillo, Benicio Badillo and Leonardo Badillo
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 3.24-acre parcel, from Medium Density Residential (RM) to Commercial (C)

General Location: An approximate 3.24-acre parcel located approximately 1.63 miles west of US 27, 1.19 miles east of the Highlands County/Hardee County line, and 0.4 miles northwest of the Avon Park Airport, on the north side of SR 64 W; the address being 50 N Bradley Rd., Avon Park, Florida

PARCEL ID: C-20-33-28-A00-0070-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS 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 8, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>7A. HEARING NUMBER CPA-22-598SS - NAZARIO BADILLO RAMIREZ, ET. AL. C/O KIM SAPP</u>** An approximate 3.24-acre parcel located approximately 1.63 miles west of US 27, 1.19 miles east of the Highlands County/Hardee County line, and 0.4 miles northwest of the Avon Park Airport, on the north side of SR 64 W; the address being 50 N Bradley Rd., Avon Park; and abbreviated legal as follows: An approximate 3.24-acre parcel located in Section 20, Township 33 South, Range 28 East, Highlands County, Florida.

   The Applicant is requesting a small-scale plan amendment from Medium Density Residential (RM) to Commercial (C). Mr. Roberts read the request and Ms. Vazquez and Mrs. Sapp presented the request. There were no letters received, and no one spoke in favor of or against the request.

   Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law, including the conditions as listed in the Staff Report.

   Upon roll call, all members voted yes. **Motion carried 5-0.**"

4. **Recommended Site-Specific Conditions:**
   The proposed conditions are to be included during the site plan development process as site plan conditions to the proposed development.

   1. Hours of operation will be limited between the hours of 6:00 a.m. and 9:00 p.m.;

   2. Landscaping and Transitional protective yard landscape requirements shall be installed to meet the current Highlands County Land Development Regulations for commercial uses abutting residential properties;

   3. Any road improvements necessary at the time of development, shall be the responsibility of the developer; and

   4. Any exterior lighting fixtures shall be erected and designed in a way to shield adjacent residential property owners from the glare, and the lighting shall be directed to shine onto the subject property to reduce any negative impact on the adjacent properties, including road right-of-way.

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 3.24-acre parcel, from RM to C.

   The parcel is vacant of structures and is mostly vacant of vegetation. The parcel is zoned Business District (B-3). The Applicant desires to make the zoning and future land use consistent in order to utilize the property for commercial development. Without consistent zoning and future land use designations, the property cannot be developed.

   The subject property is located on the north side of SR 64 as part of a continuous row of commercially zoned property extending from US 27 in Avon Park to North Olivia Drive. The future land use along this strip varies from Commercial to Medium Density Residential. Those properties with inconsistent zoning and future land use, as is the case with the subject property, will be required to amend either the zoning designation or the future land use prior to developing. SR 64 is classified as a major arterial road, and it is not likely to be desirable to build homes within this strip of commercially zoned properties.

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Non-Agriculture Acreage	RM	B-3
Adjacent Property to the North	Single Family Residence/ Vacant	RM	R-1
Adjacent Property to the South	Vacant	Low Density Residential (RL)	Estates District (EU)
Adjacent Property to the East	Vehicle Service/ Storage	C	B-3
Adjacent Property to the West	Vacant Commercial	C	B-3

3. **Applicable References:**
   Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.2, Low Density Residential (RL), Policy 1.2.D.3, Medium Density Residential (RM) and Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.201: Estate District (EU), Section 12.05.211: Residential District (R-1) and Section 12.05.242: Business District (B-3).

4. The Application is supported by 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.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

4. Development opportunities which provide permanent jobs and improve the County's revenue base.

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions: The applicant shall immediately undergo the commercial development review process and additional requirements may be identified at that time.

Natural Resources: [I] believe at least half of this property has already been converted to commercial use and even though should be mapped as xeric – no comment.

Florida Department of Transportation: SR 64 is designated an Urban Principal Arterial and a Freight Mobility Corridor of Regional significance with an Access Management Code of Class 3. The existing land use surrounding this property appears to be residential uses, the DOR 2020 Land Use designation are mostly residential however some properties appear to be missing. The Highlands County 2030 Future Land Use map appears to allow strip commercial along SR 64, to the north and west of the property is designated Medium Density Residential, to the east commercial and to the south Low Density Residential. The existing and proposed Context Classification is C3C which is up for review based off of the existing and future land uses described above. Trending LOS of C for 2020 (estimated 9,000 ADT) and for 2026 (projected 9,500 ADT) and 2045 (projected 11,300ADT) / Cap. Volume for C (15,120 ADT) It should be noted that any future developments adjacent to SR 64 are required per Florida Administrative Code 14-96 to submit to the Department for the appropriate permit(s) to connect to the state roadway system. Additionally, the Department will require sufficient information to determine what, if any, additional improvements to SR 64 be required as a result of traffic generated by said development. This information may be submitted directly to District One for review. FDOT encourages the County to promote the use of multimodal alternatives within the planning and development of communities that aid in mitigating potential transportation impacts, promote safety and economic development, and improve quality of life for all communities in the County. These development types help to decrease overall passenger vehicle trips on the roadway network by encouraging compact and dense developments that provide multimodal connectivity between existing and future development areas. This context sensitive approach promotes healthy, safe, and economically viable communities that encourages quality of life, and incorporates all modes of transportation.

Sebring Reginal Airport (SEF): The location (50 N Bradley Rd., Avon Park) is less than half a mile northwest of AVO's Runway 10 approach end. Changing the zoning has no impact to SEF, however if the developer intends to construct a structure, they should be made aware that it will need to undergo a 7460 review by the FAA, regardless of its proposed height, for the following reason:

- The proposed is in proximity to a navigation facility and may impact the assurance of navigational signal reception.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection and Florida Department of Health.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

6. Planning Division: The following analysis and findings of fact describe the physical, legal, and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between145 and 150 feet.
2. **Soils:** The soil underlying the site is *Basinger Fine Sand.* It is a nearly level, poorly drained soil on the low flatwoods and in poorly defined drainageways. The available water capacity of this soil is low, and the permeability is rapid. The soil has severe limitations for urban uses due to wetness; the water table is within 12 inches of the surface water during the summer rainy season and 12 to 40 inches for 6 months or more during extended dry periods.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Medium Density Residential.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
4. **Current FLUM Population Yield:** The current FLUM allows up to 8 dwelling units per acre. The parcel would currently carry a potential population yield of 57 persons; 8 x 3.24 acres = 25.92 dwelling units; 25 dwelling units x 2.3 persons = 57.5 persons.
5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 Floor area ratio (FAR) for offices and a maximum of 0.80 FAR for all other commercial uses.
6. **The Applicant's proposed development program:** The Applicant desires to make the zoning and future land use consistent in order to utilize the property for commercial development. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0106C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is not located within any Military Airport Zone as defined by Section 12.12.800 of the Highlands County Land Development Regulations.
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 located within the Residential and Educational Boundary, the Landfill Boundary, and the horizontal and conical surface areas of the Avon Park Executive Airport as designated by Chapter 2.1 of the Highlands County Code of Ordinances. The Residential and Educational Boundary restricts those uses, while the Landfill Boundary prohibits landfills.
8. **Vesting Right:** The property is not covered by a vesting order.

6.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 potable water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank 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 SR 64, N Bradley Rd., and N York Rd.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. Schools: The proposed permitted uses are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency will not be required.

6.G. Airports: The subject property is located approximately 0.42 miles northwest of the Avon Park Executive Airport and 15 miles northwest of the Sebring Regional Airport.

6.H. Fundamental Planning Analysis ref. Comprehensive Plan:

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The

site is located in an area with other commercial uses. The proposed use will not impact any natural resources or ecosystems, as none are indicated to be located on the site. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing potable water and, when available, a central wastewater treatment system. Fire services, law enforcement and emergency services are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located adjacent to an existing shared bikeway along SR 64, which in turn connects to US 27 and downtown Avon Park. This shared bikeway would provide walkability to employees.

(4) *Promotes conservation of water and energy:* The property is located in an existing industrial and commercial area. Locating near other commercial establishments will allow for consumers and employees to combine trips and conserve on water and energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* Further development in close proximity to the existing commercial uses will allow for a variety of goods and services and the ability to combine trips to other commercial establishments for the residential neighborhoods in the area.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

7. Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:

1. **Hours of operation will be limited between the hours of 6:00 a.m. and 9:00 p.m.;**

2. **Landscaping and Transitional protective yard landscape requirements shall be installed to meet the current Highlands County Land Development Regulations for commercial uses abutting residential properties;**

3. **Any road improvements necessary at the time of development, shall be the responsibility of the developer; and**

4. **Any exterior lighting fixtures shall be erected and designed in a way to shield adjacent residential property owners from the glare, and the lighting shall be directed to shine onto the subject property to reduce any negative impact on the adjacent properties, including road right-of-way.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Future Land Use Map
Exhibit 5: Proposed Future Land Use Map
Exhibit 6: Site Photographs

Exhibit 1:

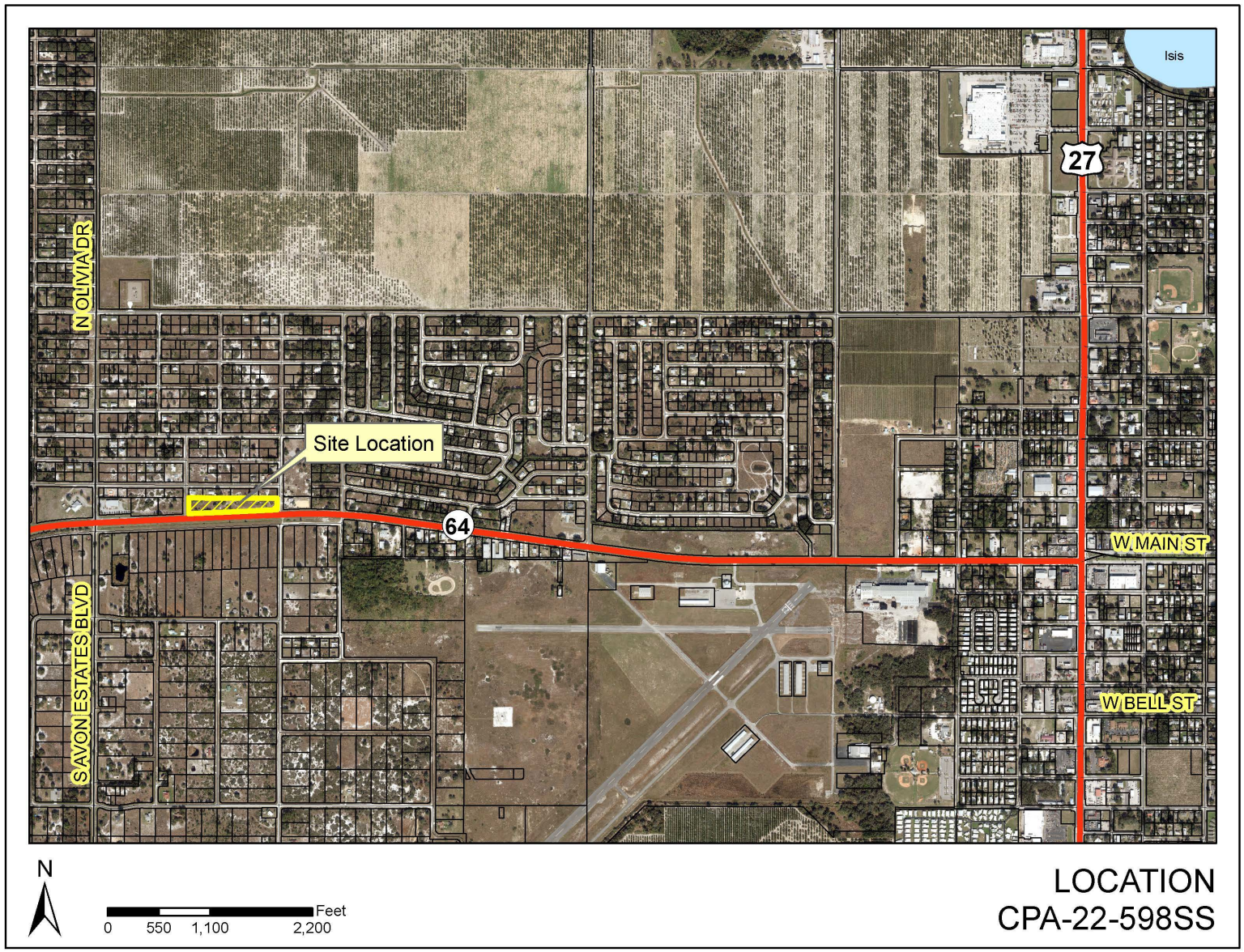

Isis
27
N OLIVIA DR
Site Location
64
W MAIN ST
S AVON ESTATES BLVD
W BELL ST
N
0 550 1,100 2,200 Feet
LOCATION
CPA-22-598SS

Exhibit 2:

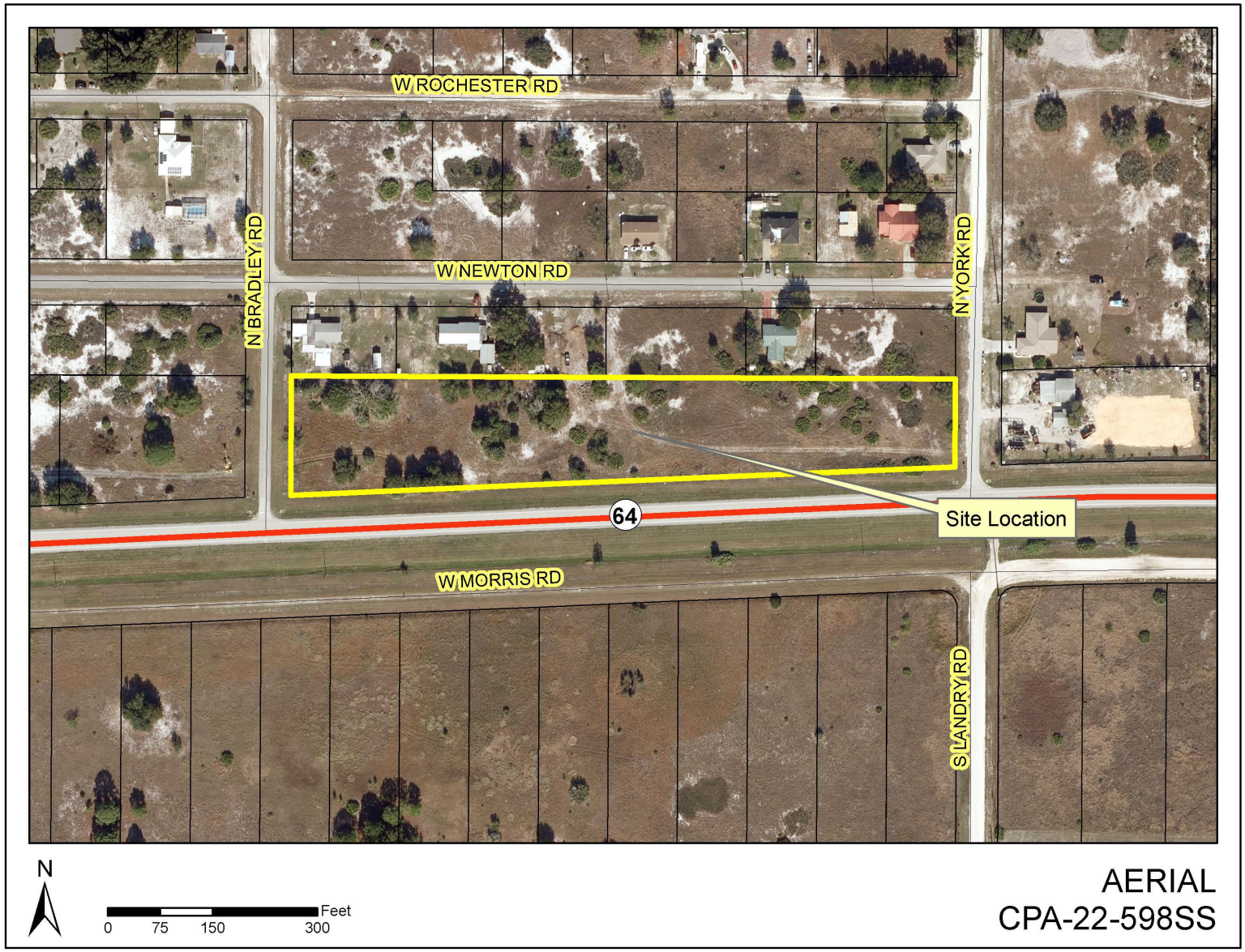

W ROCHESTER RD
N BRADLEY RD
W NEWTON RD
N YORK RD
64
Site Location
W MORRIS RD
S LANDRY RD
N
Feet
0
75
150
300
AERIAL
CPA-22-598SS

Exhibit 3:

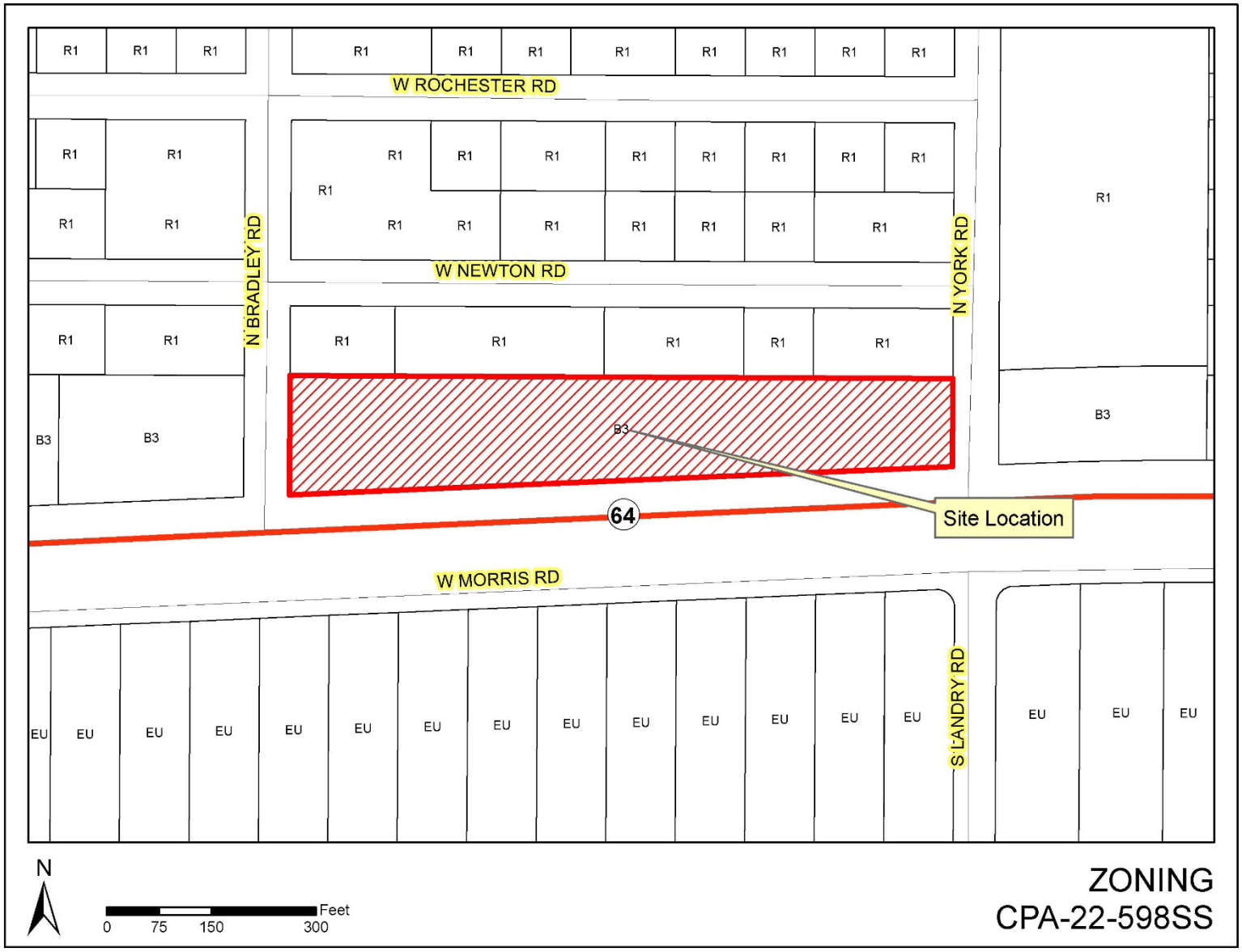

W ROCHESTER RD
W NEWTON RD
W MORRIS RD
N BRADLEY RD
N YORK RD
S LANDRY RD
64
Site Location
R1
B3
EU
N
0 75 150 300 Feet
ZONING
CPA-22-598SS

Exhibit 4:

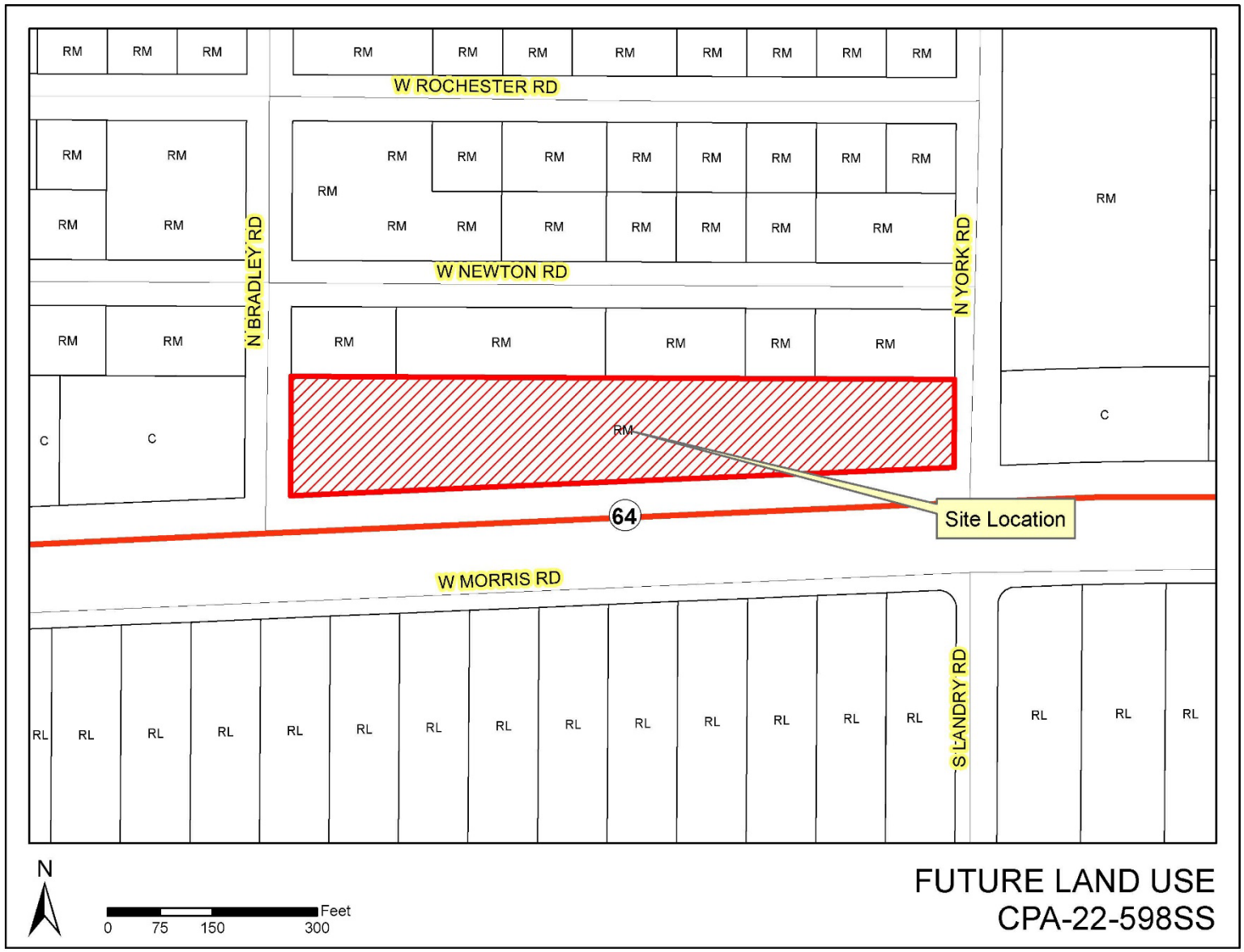

W ROCHESTER RD
W NEWTON RD
W MORRIS RD
N BRADLEY RD
N YORK RD
S LANDRY RD
64
Site Location
RM
C
RL
N
0 75 150 300 Feet
FUTURE LAND USE
CPA-22-598SS

Exhibit 5:

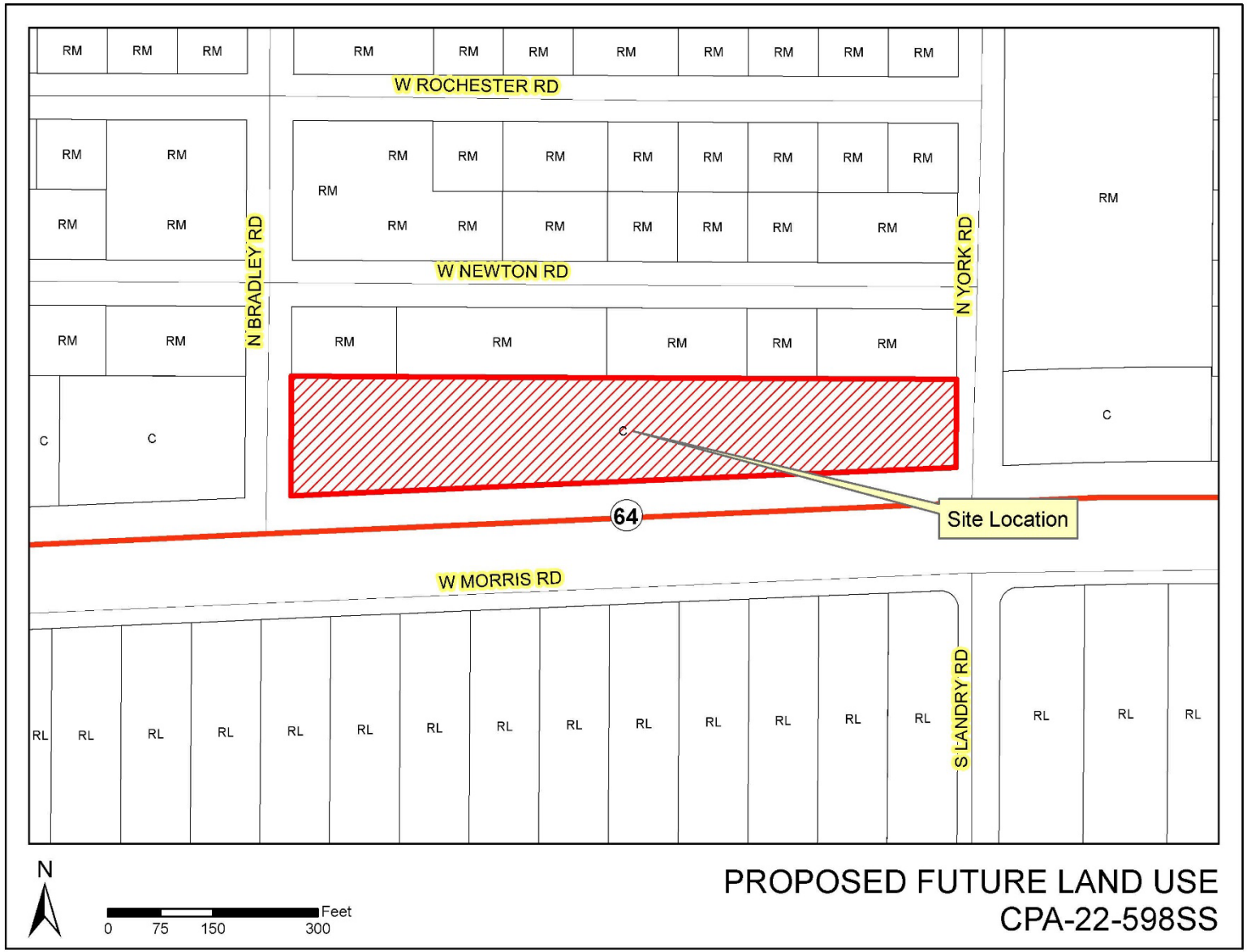

W ROCHESTER RD
W NEWTON RD
W MORRIS RD
N BRADLEY RD
N YORK RD
S LANDRY RD
64
Site Location
RM
C
RL
N
Feet
0
75
150
300
PROPOSED FUTURE LAND USE
CPA-22-598SS

Exhibit 5:

Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: ~~Residential~~ RM Change to: Commercial

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project # 21120010

STAFF USE ONLY:

Case Number: CPA- 21 - 598 SS **Date of Application:** 12/14/2021

Amount of Fee: $ 1,500.00 **Tax Map No.:** 02-D

Hearing Dates: P&Z 02 / 07 / 2022 BOCC 03 / 15 / 2022

This application has been reviewed for completeness and determined sufficient.

Nelson Culpepper
Signed: Planning and Zoning Manager

12/20/2021
Date

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C- 20 - 33 - 28 - A00 - 0070 - 0000 **STRAP No. C-**___-___-___-___-____-_____-_____

STRAP No. C-___-___-____-____-_____-_____ **STRAP No. C-**___-___-___-___-____-_____-_____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Nazario Badillo Ramirez; Arnulfo Badillo; Leonardo Badillo; Benicio Badillo

   Mailing Address: 411 N Lake Avenue, Avon Park, FL 33825

   Daytime Telephone No. (863) 873-0025 **E-Mail Address:** _____

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: _____

   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: Amending the Land Use Designation from Medium density residential to Commerical The property is Zoned B3 so there is an inconsistency between the land use and zoning. The other properties along S.R. 64 have commercial land use designations. and zoning designations and are being used for commercial purposes.
4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) Future Land Use Element Administrative Section 1 Consistency and Compatability Review
   b. Objective(s) OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY
   c. Policy(ies) Policy 1.1, A 1 and B Compatibility between Land Use and Zoning

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 A
6. **Street Address(es) of Property Covered by the Application:** 50 N Bradley Rd, Avon Park, Florida 33825
7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** RM
8. **Existing Zoning District:** B3 **Existing Future Land Use Classification:** Residential
9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. Truck Storage
10. **Are there existing structures on the property?** [ ] **Yes** [x] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) _____

    If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 950 feet, (depth) 170 feet, road frontage 950 feet, water frontage 0 feet, **Total acres:** 3.24

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	Residential	Residential Rsn	R1
South	Vacant / SR 64	RL	Eu
East	Commercial	Commercial C	B3
West	Commercial	Commercial C	B3

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** N/A

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at ____ 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.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

From the Southwest corner of the Northwest Quarter of Section 20, Township 33 South, Range 28 East, Highlands County, Florida; run thence along the Westerly Boundary of said Section 20 North 0°02'24" East 440.39 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence along said right-of-way North 87°17'00" East 1003.69 feet to its intersection with the Easterly boundary of Bradley Road as shown on a Plat of Unit 37 of Avon Park Lakes recorded in Plat Book 5, Page 69, on January 8, 1958, for a Point of Beginning; thence along the Easterly boundary of said Bradley Road North 1°003'15" East 172.02 feet to the Southwest corner of Lot 11884 as shown on the aforesaid plat; thence North 89°53'34" East 298.86 feet to the Easterly boundary of Block 36 as shown on a ·Plat of Red Hill Farms, dated February 3, 1925, and recorded in Plat Book 1, Page 59, March 16, 1925; thence along the East boundary of said Block 36, South 0°03'32" West 158.40 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence along said right-of-way line, South 87°17'00" West 299.19 feet to the Point of Beginning.

From the Southwest corner of the Northwest Quarter of Section 20, Township 33 South, Range 28 East, Highlands County, Florida; run thence along the Westerly boundary of said section line, North 0°02'24" East 440.39 feet; thence North 87°17'00" East 1362.96 feet to its intersection with the Westerly boundary of Block 21 as shown on a Plat of Red Hill Farms dated February 3, 1925, and recorded in Plat Book 1, Page 59, on March 16, 1925; thence along said Westerly boundary of Block 21, North 0°03'32" East 155.67 feet; thence North 89°53'34" East 591.14 feet to the Southeast corner of Lot 11902 and the Westerly boundary of York Road as shown on a Plat of Unit 37 of Avon Park Lakes, recorded in Plat Book 5, Page 69, on January 8, 1958; thence along the Westerly boundary of said York Road South 0°03'15" West 126. 72 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence along said right-of-way line, South 87°17'00" West 591.85 feet to the Point of Beginning.

Parcel Identification Number: C203328-A0000700000

CITY OF AVON PARK UTILITIES
WATER/SEWER AVAILABILITY FORM

NAME: Brenda DATE: 12/2/2024

ADDRESS: 55 N Bradley Rd (INSIDE ____ OUTSIDE X)

TELEPHONE: 863 212 2774

NEW CONSTRUCTION: X EXISTING BUILDING: ____ NO. BEDROOMS: 0

Tracy
Employee Initials

No building just parking trucks

PLEASE MARK SERVICES AVAILABLE:

WATER: _____
SEWER: _____

EXTRA SERVICES NEEDED FOR INSTALLATION:

PUSH UNDER/ROAD BORE_____

BACKFLOW/RPZ: INSTALLED BY CITY_____ INSTALLED BY OWNER: _____

OTHER:_____

✓ NO SERVICES AVAILABLE

NOTES: _____

D. Wade
Signature
12/7/21
Date

FEES FOR NEW METER INSTALLATION:

Water Tap	$_____.____
Water Capacity	$_____.____
Sewer Tap	$_____.____
Sewer Capacity	$_____.____
Push Under	$_____.____
Backflow	$_____.____
Deposit	$_____.____
Annexation (for Outside City Only)	$_____.____
Lien (for Payment Plan Only)	$_____.____
Other_____	$_____.____
TOTAL	$_____.____

Date fees provided to customer: _____

By _____ (Employee Initials)

Spoke with customer 12/8/2021

Recommended Site Plan Conditions, Restrictions and Limitations
CPA-22-598SS

In the past, site specific conditions have been included in certain ordinances for land use amendment requests where the range of uses allowed on the subject parcel and abutting parcel(s) may not align. Including conditions in the adopting ordinance can potentially create a burden for future development by binding the developer to those specific conditions listed in the ordinance, instead of requirements listed in the Code of Ordinances which may have been updated since the land use amendment was adopted. To alleviate the need to apply for a future land use amendment to remove or update development conditions, Staff has been directed to include site specific conditions within the site plan review process, otherwise known as a Final Development Order.

When this item, CPA-22-598SS, was presented to the Planning and Zoning Commission, the conditions, restrictions, and limitations listed below were included as part of the recommended motion.

Staff recommends to the Board of County Commissioners to approve and include on the Final Development Order for the subject parcel, the following conditions, restrictions, and limitations:

1. Hours of operation will be limited between the hours of 6:00 a.m. and 9:00 p.m.;

2. Landscaping and Transitional protective yard landscape requirements shall be installed to meet the current Highlands County Land Development Regulations for commercial uses abutting residential properties;

3. Any road improvements necessary at the time of development, shall be the responsibility of the developer; and

4. Any exterior lighting fixtures shall be erected and designed in a way to shield adjacent residential property owners from the glare, and the lighting shall be directed to shine onto the subject property to reduce any negative impact on the adjacent properties, including road right-of-way.

ORDINANCE NO. 21-22-15

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-20-33-28-A00-0070-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-20-33-28-A00-0070-0000 (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 February 8, 2022, to review the small-scale amendment to the Property, identified by CPA-22-598SS, 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-22-598SS 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-22-598SS, 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-22-598SS, 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-22-598SS; 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-22-598SS, 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-22-598SS 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-20-33-28-A00-0070-0000 consisting of approximately 3.24 acres and more particularly described as:

> From the Southwest corner of the Northwest Quarter of Section 20, Township 33 South, Range 28 East, Highlands County, Florida; run thence along the Westerly Boundary of said Section 20 North 0°02'24" East 440.39 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence along said right-of-way North 87°17'00" East 1003.69 feet to its intersection with the Easterly boundary of Bradley Road as shown on a Plat of Unit 37 of Avon Park Lakes recorded in Plat Book 5, Page 69, on January 8, 1958, for a Point of Beginning; thence along the Easterly boundary of said Bradley Road North 0°03'15" East 172.02 feet to the Southwest corner of Lot 11884 as shown on the aforesaid plat; thence North 89°53'34" East 298.86 feet to the Easterly boundary of Block 36 as shown on a Plat of Red Hill Farms, dated February 3, 1925, and recorded in Plat Book 1, Page 59, March 16, 1925; thence along the East boundary of said Block 36, South 0°03'32" West 158.40 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence

along said right-of-way line, South 87°17'00" West 299.19 feet to the Point of Beginning.

From the Southwest corner of the Northwest Quarter of Section 20, Township 33 South, Range 28 East, Highlands County, Florida; run thence along the Westerly boundary of said section line, North 0°02'24" East 440.39 feet; thence North 87°17'00" East 1362.96 feet to its intersection with the Westerly boundary of Block 21 as shown on a Plat of Red Hill Farms dated February 3, 1925, and recorded in Plat Book 1, Page 59, on March 16, 1925; thence along said Westerly boundary of Block 21, North 0°03'32" East 155.67 feet; thence North 89°53'34" East 591.14 feet to the Southeast corner of Lot 11902 and the Westerly boundary of York Road as shown on a Plat of Unit 37 of Avon Park Lakes, recorded in Plat Book 5, Page 69, on January 8, 1958; thence along the Westerly boundary of said York Road South 0'03'15" West 126.72 feet to the North right-of-way line of the Avon Park-Wauchula Highway; thence along said right-of-way line, South 87°17'00" West 591.85 feet to the Point of Beginning.

is hereby changed from "Medium Density Residential" 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-22-598SS, 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 15th day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider adoption of Hearing No. P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 acres, 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 four parcels totaling an approximate 1.22 acres, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU). The parcel is vacant of structures and is covered by natural vegetation. The Applicant is proposing to utilize the property for storage/mini warehousing. The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2099 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 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 2099 for BCC.pdf
Application for P&Z 2099.pdf
Resolution 21-22-86 for P&Z 2099.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 3/15/2022
Case Number: P&Z 2099	**Case Name:** D'Angelo
Agent: Lisa Wilson of Permit Tech	**Property Owners:** Frank D'Angelo
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Request: Rezone four parcels totaling an approximate 1.22 acres from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), the Conditional Use being storage/mini warehousing only.

General Location: Four parcels totaling an approximate 1.22 acres located approximately 2.87 miles west of US 27, 1.12 miles east of Payne Rd., and 0.42 miles northwest of Lake Josephine, on the south side of SR 66; the addresses being 2935, 2923, 2911, and 2851 SR 66, Sebring.

PARCEL ID: C-24-35-28-140-0170-0090
C-24-35-28-140-0170-0100
C-24-35-28-140-0170-0110
C-24-35-28-140-0170-0120

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 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 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 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 February 8, 2022 DRAFT P&Z Minutes, and Recommendation to the BCC: "7.B. HEARING NUMBER P&Z 2099 – FRANK**

D'ANGELO, C/O LISA WILSON OF PERMIT TECH Four parcels totaling an approximate 1.22 acres located approximately 2.87 miles west of US 27, 1.12 miles east of Payne Rd., and 0.42 miles northwest of Lake Josephine, on the south side of SR 66; the addresses being 2935, 2923, 2911, and 2851 SR 66, Sebring; and legally described as follows: Lots 9 through 12, Block 17, Orange Blossom Country Club Community, Unit 14, according to the Plat thereof as recorded in Plat Book 10, Page 6 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 storage/mini warehousing only. Mr. Roberts read the request and Mrs. Culpepper and Mr. D'Angelo 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. Howard to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 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, including the conditions as listed in the Staff Report.

Upon roll call, all members voted yes. **Motion carried 5-0."**

4. Recommended conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this CU 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 Conditional Use for the Property shall be limited to storage/mini warehousing only as set forth in the approved Development Order;
3. The property owner shall execute and record a Unity of Title Agreement joining all four parcels together in order to meet minimum width requirements of the B-3 District;
4. The property owner shall obtain Environmental Clearance before clearing or impacting the property; and
5. 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; however, failure to record the proper Unity of Title Agreement shall prohibit the issuance of a Development Order for the Property.

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of four parcels totaling an approximate 1.22 acres, from B-2 to B-3 CU.

   The parcel is vacant of structures and is covered by natural vegetation. The Applicant is proposing to utilize the property for storage/mini warehousing.

2. **Notices to Surrounding Property Owners.**
   On January 7, 2022, notices were mailed to 35 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	C	B-2
Adjacent Property to the North	Vacant/ Mobile Home	RM	M-1
Adjacent Property to the South	Vacant/ Single-Family Residence	C/ RM	B-2/ R-2
Adjacent Property to the East	Vacant	C	B-2
Adjacent Property to the West	Vacant	C	B-2

4. **Applicable References:**
   Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policy: 1.1, General Growth Management Strategy; Policy 1.2.D.3., Medium Density Residential (RM); and Policy 1.2.D.7., Commercial (C).

   Zoning… Highlands County Land Development Regulations (LDRs): Sections 12.05.212: Two-Family Dwelling District (R-2), 12.05.220: Mobile Home Subdivisions District (M-1), and 12.05.241: Limited Business District (B-2).

5. Department Comments and Analysis of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

Natural Resources: A portion of [2911 SR 66] and all of [2851 SR 66] are xeric; the remaining portion of [2911 SR 66] and all of [2923 SR 66] and [2935 SR 66] are listed as cutthroat seep. I suggest they look for tortoises when they go to clear it as the habitat is good. It is however very overgrown, so the chances of tortoises are slim except maybe the edges – no comment.

Zoning Division: The staff has no objection to this request.

Sebring Executive Airport (SEF): No impact to SEF.

Florida Department of Health (FDOH): No objection.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection and Florida Department of Transportation.

5.C. The following Departments, Divisions, and Agencies did not respond: Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 90 and 95 feet.
2. **Soils:** The soils underlying the site are *Basinger, St. Johns and Placid Soils* and *Satellite Sand.*
   Basinger, St. Johns and Placid Soils: These nearly level, poorly drained and very poorly drained soils are in seep areas in the county. These areas tend to remain wetter for longer periods than similar soils outside the seep areas. These soils have severe limitations for urban uses because of wetness. Water control systems and suitable topsoil or resurfacing are ways of overcoming these limitations.
   Satellite Sand: This nearly level, somewhat poorly drained soil is on slightly elevated ridges on the flatwoods and on the lower ridges in the ridge part of the county. The available water capacity of this Satellite soil is very low. The permeability is very rapid. This Satellite soil has severe limitations for most urban uses because the seasonal high-water table is between depths of 15 and

40 inches. By adding suitable topsoil or stabilizing the surface, this limitation can be minimized.

3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered in natural vegetation.

6.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The property is located within the boundaries of Vesting Orders V-91-002 and V-91-003, vesting residential uses in the Orange Blossom Estates subdivision, which 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, with the Conditional Use being storage/mini warehousing only.
5. **Current Intensity:** The current zoning allows a maximum Floor Area Ratio (FAR) of up to 0.70 for office and up to 0.80 for other commercial uses.
6. **Proposed Intensity:** A change in the intensity will not result from the proposed zoning.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mini warehousing storage development. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland habitat and Cutthroat Grass Seep habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, 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.

6.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 tank 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 has direct access onto State Road 66.
5. **Railroad Access:** The site is not located adjacent to any railroads.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. Schools: The permitted use within the proposed B-3 Conditional Use District is commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

6.G. Airports: The subject property is located approximately 12.7 miles southeast of the Avon Park Executive Airport and 6.6 miles southwest of the Sebring Regional Airport.

7. 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 (NRE) 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 FMSF 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 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 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.

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 as provided in Section 12.05.242 of the Code;**
2. **The Conditional Use for the Property shall be limited to storage/mini warehousing only as set forth in the approved Development Order;**
3. **The property owner shall execute and record a Unity of Title Agreement joining all four parcels together in order to meet minimum width requirements of the B-3 District;**
4. **The property owner shall obtain Environmental Clearance before clearing or impacting the property; and**
5. **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; however, failure to record the proper Unity of Title Agreement shall prohibit the issuance of a Development Order for the Property.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Site Photographs

Exhibit 1:

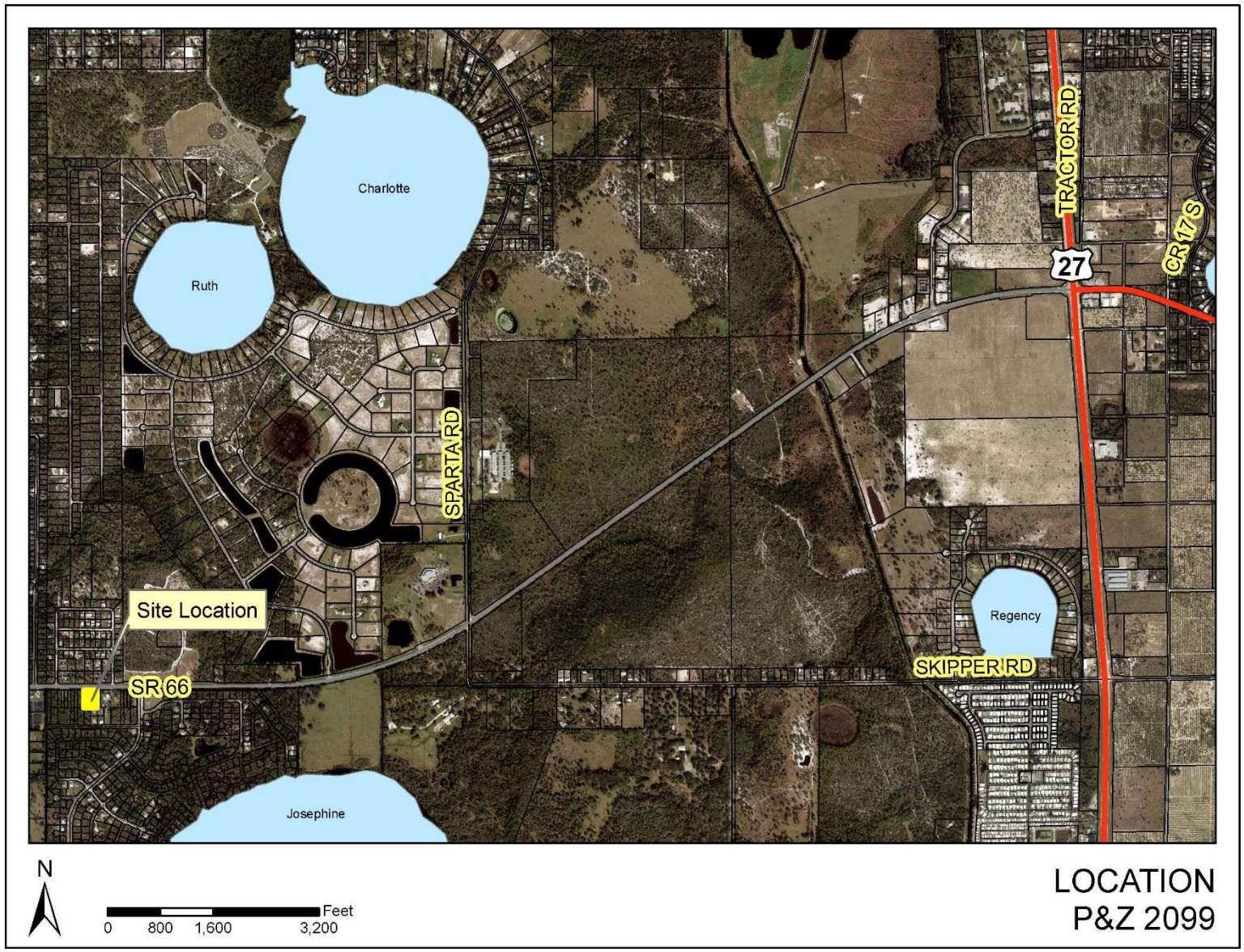
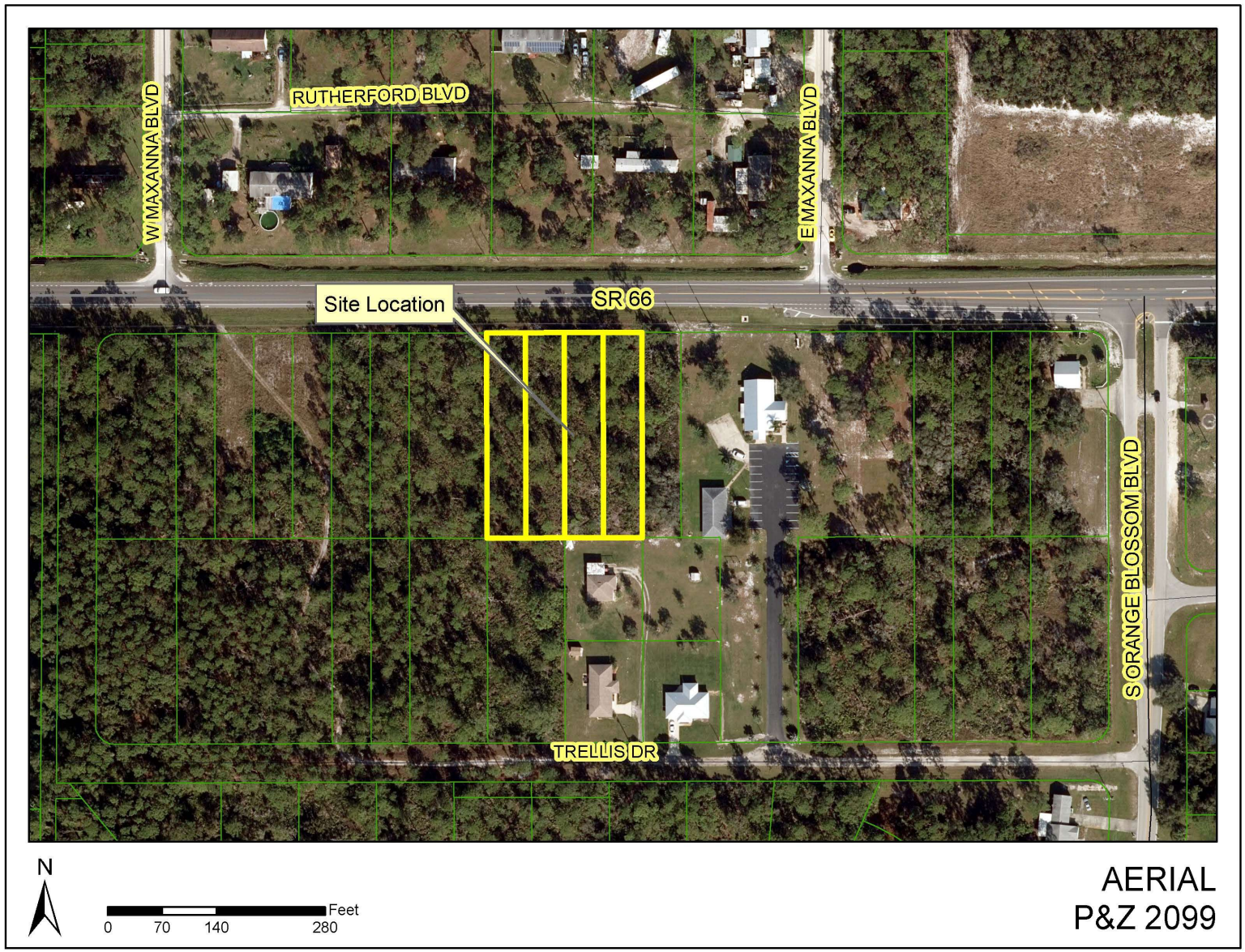

Charlotte
Ruth
Josephine
SPARTA RD
TRACTOR RD
27
CR 17 S
Site Location
SR 66
Regency
SKIPPER RD
N
0
800
1,600
3,200
Feet
LOCATION
P&Z 2099

Exhibit 2: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E MAXANNA BLVD
Site Location
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S ORANGE BLOSSOM BLVD
TRELLIS DR
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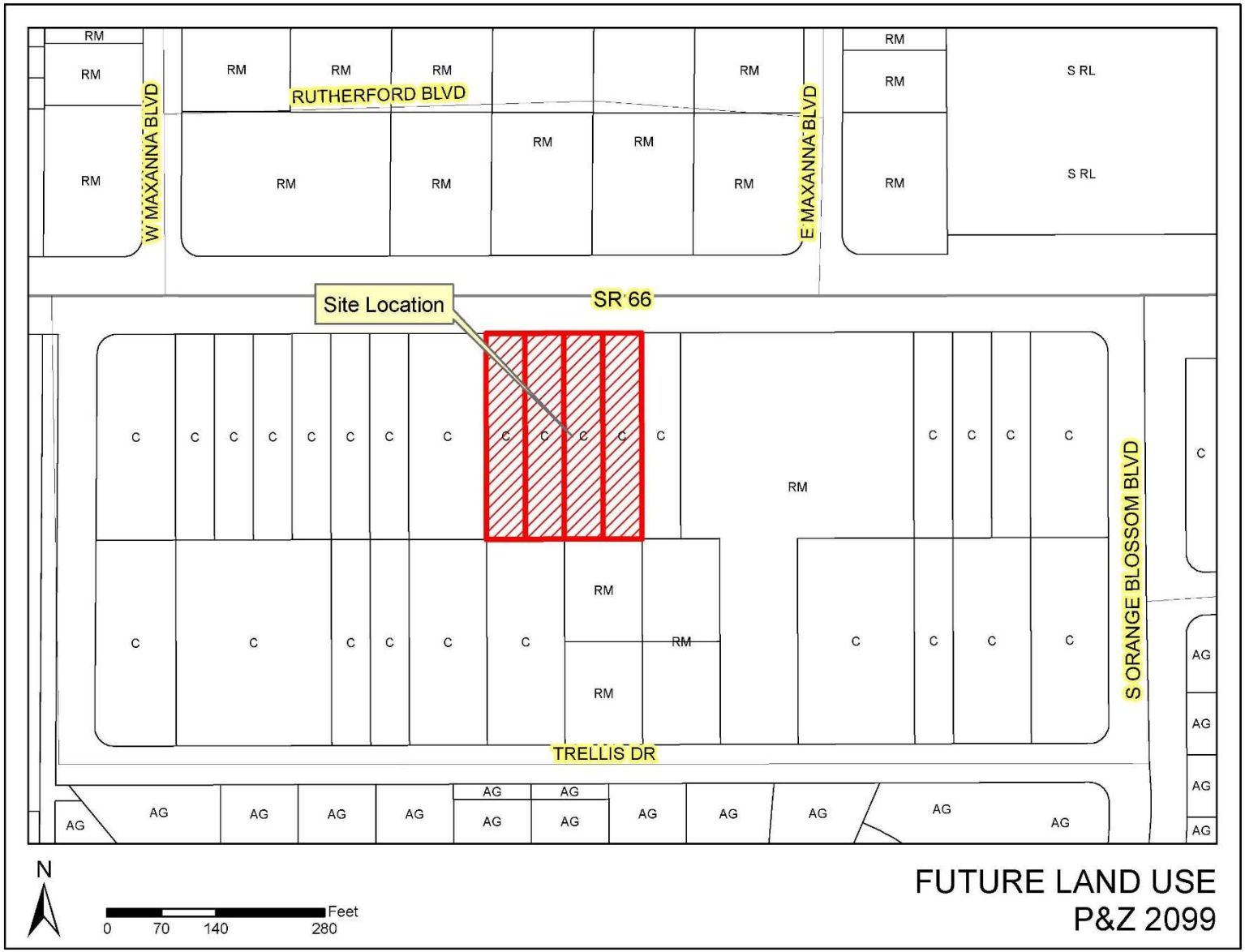
AERIAL
P&Z 2099

Exhibit 3: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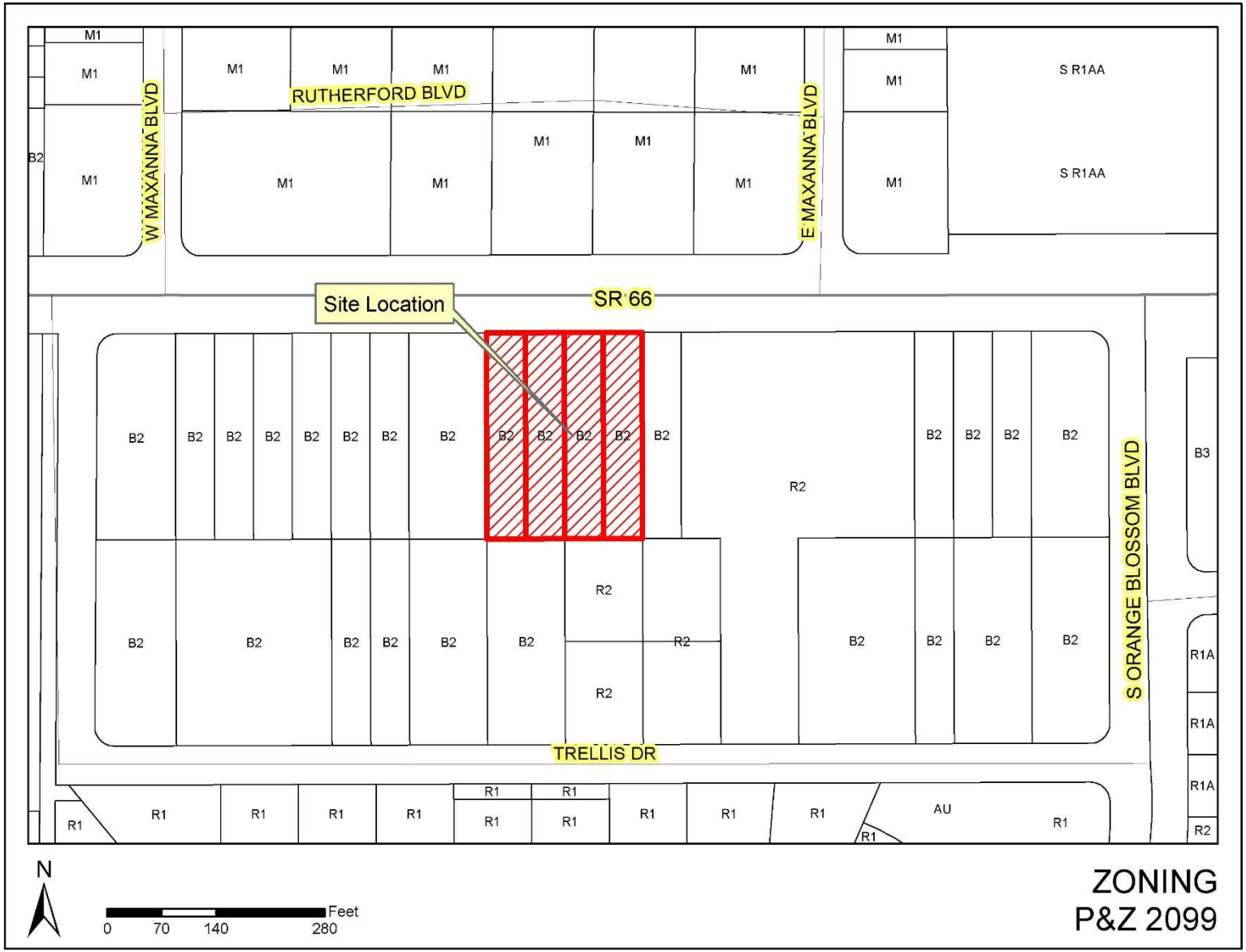
FUTURE LAND USE
P&Z 2099

Exhibit 4: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Site Location
S ORANGE BLOSSOM BLVD
TRELLIS DR
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ZONING
P&Z 2099

Exhibit 5:

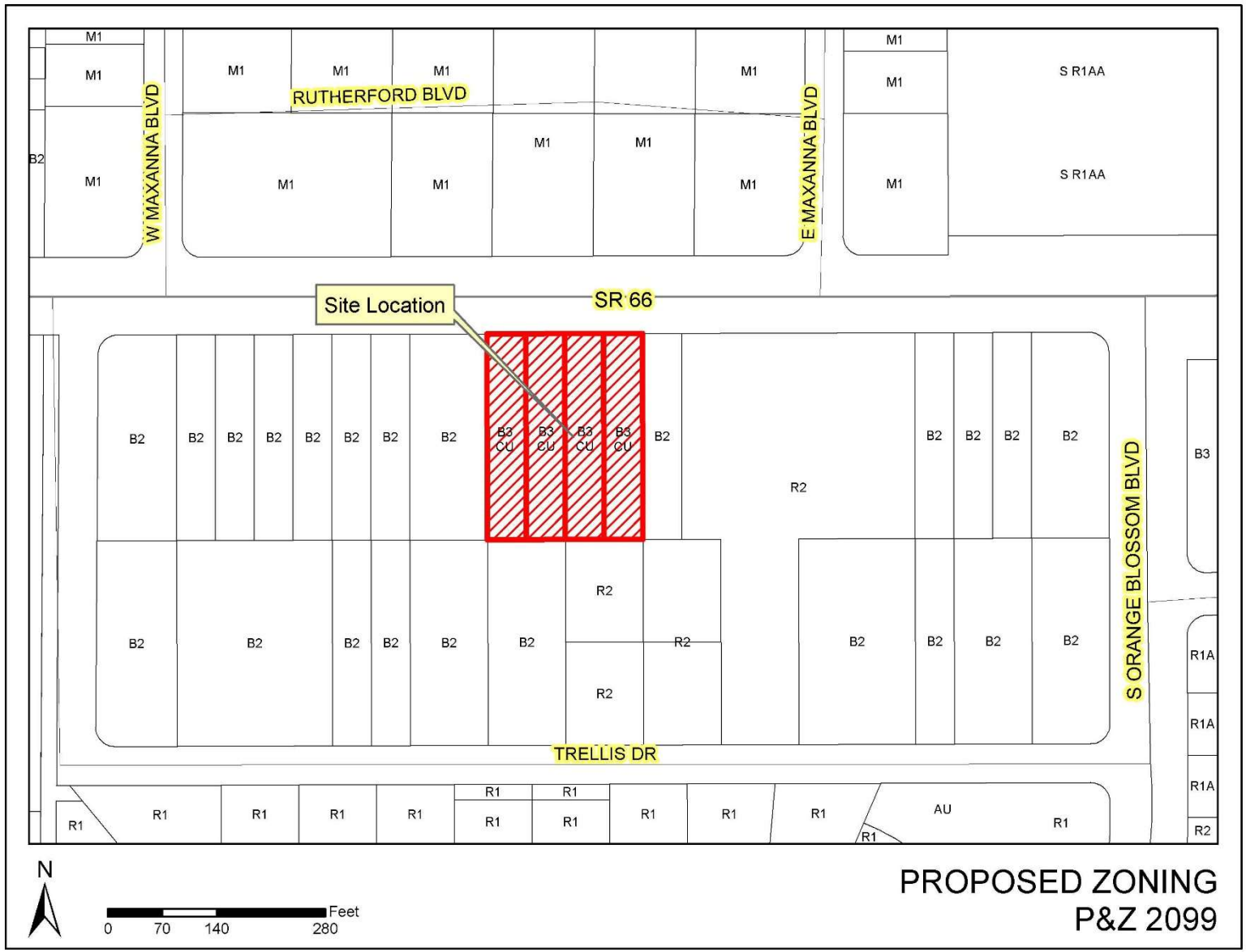
M1
RUTHERFORD BLVD
W MAXANNA BLVD
E MAXANNA BLVD
S R1AA
SR 66
Site Location
B2
B3 CU
R2
S ORANGE BLOSSOM BLVD
B3
R1A
R1
AU
R2
TRELLIS DR
N
0 70 140 280 Feet
PROPOSED ZONING
P&Z 2099

Exhibit 6:

Highlands County, Florida
Zoning Change Application

Zoning change from: B-2
Zoning change to: ~~R-3 PD~~ B-3

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 # 21120011

P&Z Hearing Number: 2099 Date of Application: 12/15/2021
Amount of Fee: $ 1,960.00 Receipt No.: 450000001267 Tax Map No.: 72-B
Hearing Dates: LP: _____ P&Z: 2/8/2022 BCC: 3/15/2022

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor Rachel B Date 12/20/2021

****

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: FRANK D'ANGELO
   Mailing Address: 479 FRENCH RD ROCHESTER, NY 14618
   Telephone No.: 585-872-7574 **E-Mail Address:** frank.prideland@icloud.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: Lisa Willson
   Mailing Address: Po Box 15133 Brooksville FL 34604
   Telephone No.: 13525858326 **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. ORANGE BLOSSOM CTRY CLUB COMM UNIT 14 PB 10 PG 6 LOT 9/10/ 11/ 12 BLK 17

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-24-35-28-140-0170-0090 **STRAP #:**C-24-35-28-140-0170-0110
   STRAP #:C-24-35-28-140-0170-0100 **STRAP #:**C-24-35-28-140-0170-0120

5. **Street Address(es) of Property Covered by the Application:** 2935 SR 66 / 2923 SR 66 / 2911 SR 66 / 2851 SR 66

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B2 **Existing Land Use Classification:** Commercial
   Are the Zoning and Comprehensive Plan Consistent? ☒Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 50x4 = 200 feet, (depth) 265 feet, street frontage 50 x4 = 200 feet, water frontage 0 feet, **Total acres** 1.22 acres
   If different from the total acreage, the upland, or developable portion is ~~0.00~~ +/- 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	MOBILE HOME/VACANT	RM	M1
South	COMMERCIAL- VACANT	C/RM	B2/R2
East	VACANT	C	B2
West	VACANT	C	B2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** USE DISIRED NOT PERMITTED IN CURRENT ZONING

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** TBD

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size _____ = 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. FD **Applicant's Initial** ** 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 FD 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** ** 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 FD **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: 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

RESOLUTION NO. 21-22-86

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL IDS# C-24-35-28-140-0170-0090, C-24-35-28-140-0170-0100, C-24-35-28-140-0170-0110, AND C-24-35-28-140-0170-0120; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel IDs# C-24-35-28-140-0170-0090, C-24-35-28-140-0170-0100, C-24-35-28-140-0170-0110, and C-24-35-28-140-0170-0120 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic 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-24-35-28-140-0170-0090, C-24-35-28-140-0170-0100, C-24-35-28-140-0170-0110, and C-24-35-28-140-0170-0120 and more particularly described as:

> Lots 9 through 12, Block 17, Orange Blossom Country Club Community, Unit 14, according to the Plat thereof as recorded in Plat Book 10, Page 6 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 (hereinafter referred to as the "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 as provided in Section 12.05.242 of the Code;
2. The Conditional Use for the Property shall be limited to storage/mini warehousing only as set forth in the approved Development Order;
3. The property owner shall execute and record a Unity of Title Agreement joining all four parcels together in order to meet minimum width requirements of the B-3 District;
4. The property owner shall obtain Environmental Clearance before clearing or impacting the property; and
5. 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; however, failure to record the proper Unity of Title Agreement shall prohibit the issuance of a Development Order for the Property.

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 2099, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 15th day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution #21-22-89 and approval of the 3 year Governmental contract with The Florida Fish and Wildlife Conservation Commission, Contract #FWC21146.**

STATEMENT OF ISSUE

The Florida Fish and Wildlife Conservation Commission will contract with Highlands County to provide aquatic vegetation control services on eligible water bodies within Highlands County. Services will be performed per the included Scope of Work within the contract. Highlands County (Contractor) shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. Throughout the Contract, the Commission's Site Manager will coordinate with the Contractor regarding aquatic plant management on eligible water bodies. This Contract is for 3 years with an option to renew for an additional 3 years at the discretion of the Commission.

RECOMMENDED ACTION

Move to adopt Resolution #21-22-89 and approval of the 3 year Governmental contract with The Florida Fish and Wildlife Conservation Commission, Contract #FWC21146.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) will be the recognition of grant revenue received annually from the Florida Fish and Wildlife Conservation Commission. For fiscal years 2019, 2020, 2021, the grant revenue received has been $269,695.07, $316,584.35, and $331,398.87, respectively.

Attachments: Res. 21.22.89 FFWC Contract 21146.SGS.docx
FWC Contract 2022.pdf

RESOLUTION NO. 21-22-89

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO GOVERNMENTAL CONTRACT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, CONTRACT NO.: FWC21146; 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, on March 5, 2012, the County entered into an agreement with the Florida Fish and Wildlife Commission (FFWC) for the purpose of controlling vegetation in the public water bodies within Highlands County or in a water body that may impact the water bodies within Highlands County; and

WHEREAS, the term of the agreement between Highlands County and FFWC had a term of ten (10) years and is set to expire; and

WHEREAS, the parties have determined that it is in their mutual best interest and the interest of the public to execute a new agreement to continue providing for vegetation contraol within the water bodies of Highlands County, Florida.

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 Governmental Contract between FFWC and Highlands County, Contract No. FWC21146, 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 Governmental Contract with FFWC, Contrac No. FWC21146, approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Governmental Contract FFWC
Contract No. FWC21146

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Governmental Contract

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Contract No. FWC21146

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County, FEID number 596000655, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Contractor", collectively, "Parties".

INTRODUCTORY CLAUSES

The Commission and the Contractor intend to partner together to provide all labor, equipment, and herbicides for aquatic vegetation control services on eligible water bodies within Highland County;

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor's response to the Commission's solicitation is hereby incorporated by reference.

Section 2. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products, or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes, and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability, integrity, and reliability to assure good-faith performance. The Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in

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any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event the Contractor's ability to perform under this Contract becomes compromised.

B. Contractor Responsibilities.

The Contractor agrees that all the Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

Section 3. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties, or February 28, 2022, (whichever is later), and end three-years after date of execution or after February 28, 2022, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

B. Renewal – Competitive Procurement.

If this Contract was competitively procured pursuant to Section 287.057, Florida Statues, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in Attachment A. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

C. Renewal – Exceptional Purchase.

If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract.

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Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

D. Renewal Period.

This Contract may be renewed for a period not to exceed three (3) years.

E. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor on a cost reimbursement basis. This is a Master Agreement; funding allocated each fiscal year with an executed Task Assignment Notification Form.

B. Payments.

The Commission shall pay the Contractor for satisfactory performance of the tasks identified in Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period.

C. Invoices.

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

D. Travel Expenses.

If authorized in Attachment A, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

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E. State Obligation to Pay.

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

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, the Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If any deliverables in Attachment A indicate some portion of the Contract is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Contract. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Contract have been met.

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

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ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Contract period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

    a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Contract's budget breakdown. Indirect costs must be in the approved Contract budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Fixed Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. Contracts including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or a milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Contracts paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per

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completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

I. Fixed Unit Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed fee price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified in Attachment A. Fixed Fee/Unit Rate deliverables are generally used when the Contracts' tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

J. Time Limits for Payment of Invoices.

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

K. Electronic Funds Transfer.

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

L. Vendor Ombudsman.

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

Section 5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

A. MyFloridaMarketPlace

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace

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Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

B. Transaction Fee.

Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Section 6. RETURN OR RECOUPMENT OF FUNDS

A. Overpayments to Contractor.

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

B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

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

Section 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

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

Section 8. MONITORING.

The Commission's Contract Manager shall actively monitor the Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 9. TERMINATION.

A. Commission Unilateral Termination.

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

B. Termination – Fraud or Willful Misconduct.

This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.

C. Termination - Funds Unavailability.

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

D. Termination – Other.

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

E. Contractor Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this

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section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 10. REMEDIES.

A. Financial Consequences.

In accordance with Section 287.058(1)(h), F.S., provided for in Attachment A, contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be deducted from the Contractor's payment. The Commission shall apply any additional financial consequences identified in Attachment A.

B. Cumulative Remedies.

The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

Section 11. NOTICES AND CORRESPONDENCE.

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

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:

Kat Ethridge
Operations and Management Consultant I
Invasive Plant Management Section
3800 Commonwealth Boulevard, M.S. 705
Tallahassee, Florida 32399-3000
(850) 717-2129
kat.ethridge@myfwc.com

VENDOR CONTRACT MANAGER CONTACT INFORMATION:

Jonathan Harrison
Road and Bridge Director
Highlands County Board of County Commissioners
4344 George Boulevard
Sebring, Florida 33875
(863) 402-6529
jharrison@highlandsfl.gov

Section 12. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

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

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C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.

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

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

B. Purchase or Improvement of Real Property.

This Contract is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state.

ii. **Use.** State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of $250.00 or more).

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

Section 14. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

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

B. Contractor Training Qualifications.

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

C. Commission Security.

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

D. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 15. SUBCONTRACTS.

The Contractor is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

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A. Authority.

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

B. Contractor Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. The Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

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

Section 16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

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B. Convicted Vendors.

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

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

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

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

C. Discriminatory Vendors.

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

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D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

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

Section 17. INSURANCE.

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

Section 18. SPONSORSHIP.

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

Section 19. PUBLIC RECORDS.

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

B. This Contract may be unilaterally canceled by the Commission 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, unless exemption for such records is allowable under Florida law.

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

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

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

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

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

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

Section 20. COOPERATION WITH INSPECTOR GENERAL.

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

Section 21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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Section 22. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

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

B. State Access to Contractor Books, Documents, Papers, and Records.

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

C. Contractor Records Retention.

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

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

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

Section 23. FEDERAL COMPLIANCE.

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

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

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B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

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

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

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

C. Davis-Bacon Act.

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

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D. Copeland "Anti-Kickback Act".

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

E. Contract Work Hours and Safety Standards Act

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

F. Rights to Inventions Made Under a Contract or Agreement.

37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

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

H. Debarment and Suspension Contractor Federal Certification.

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

I. Prohibition against Lobbying.

i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

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

J. Compliance with Office of Management and Budget Circulars.

As applicable, the Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace.

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

Section 25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE.

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

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

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

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B. Respect of Florida.

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

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

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

C. Procurement of Recycled Products or Materials.

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, the Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other

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matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The parties have two weeks after notice to agree in writing upon a mediator.

iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
   a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

   b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

   c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

   d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

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Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

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

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Contract, the Contractor affirms that the Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

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

Section 31. NO THIRD-PARTY RIGHTS.

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

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

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

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Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

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

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is

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available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 35. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 36. ENTIRE CONTRACT.

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

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SIGNATURE PAGE TO FOLLOW

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SIGNATURES

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

CONTRACTOR EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kathleen G. Rapp, Chairperson	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Contract include the following:

- Attachment A Scope of Work
- Attachment B Task Assignment Notification Form
- Attachment C Task Assignment Change Order Form
- Attachment D Approved Water Bodies
- Attachment E Approved Plant Species Listing
- Attachment F Approved Chemical Control Listing
- Attachment G Report of Operation Form (454)
- Attachment H Equipment Usage Rates
- Attachment I Subcontractor Status Report

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ATTACHMENT A

SCOPE OF WORK

Highlands County Board of County Commissioners

A. DESCRIPTION OF SERVICES

The Florida Fish and Wildlife Conservation Commission (Commission) will contract with the Highlands County Board of County Commissioners (Contractor) to provide aquatic vegetation control services on eligible water bodies within Highlands County. Services will be performed per the Scope of Work (Attachment A) and the terms and conditions within an executed formal contract. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission.

The services to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of aquatic plants, specifically within the areas outlined and generally as needed in eligible public waters within the boundaries of Highlands County.

Each State fiscal year a Task Assignment Notification Form (Task) will be issued. Copies of Task Assignment Notification Form and Task Assignment Change Order Form (TACO) are attached as Attachments B and C. The Task will inform the Contractor of the time-period for services to be conducted and the funding allocated for expenses during the service period. If the time-period for services or funding changes during a State fiscal year a TACO will be created and fully executed.

Once an executed contract and Task are in place, the Commission's Site Manager (RBs) will work together with the Contractor, regarding aquatic plant management on eligible water bodies. The Contractor and/or the Commission's Site Manager (RBs) shall submit a weekly Schedule of Operations in the Commission's Invasive Plant Management Section (IPM) Plant Management Authorization Reporting System (PMARS) application. The weekly schedule will contain, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. It is the Contractor's responsibility to read and understand all treatment protocols as listed in the schedule.

B. BACKGROUND

The control of aquatic vegetation is a program under the Commission's Division of Habitat and Species Conservation, Invasive Plant Management Section (IPM). The program staff manages aquatic vegetation on approximately 465 public water bodies throughout the State of Florida. Management of aquatic vegetation involve State, Federal and Local governments and is funded by State dollars and sometimes Federal dollars.

C. SUPPORT OF COMMISSION MISSION/RETURN ON INVESTMENT

The aquatics program works to reduce the negative impacts from invasive nonindigenous plants, such as, water hyacinth, water lettuce and hydrilla to preserve approximately 465 public water bodies within Florida. The management and maintenance of aquatic vegetation is critical and key to keeping low levels of invasive aquatic vegetation to sustain navigational, flood control and recreation, while also protecting native plant habitat for fish and wildlife. The Commission's IPM Tallahassee staff and Site Managers work with stakeholders to identify primary uses and functions of each waterbody.

D. DEFINITIONS

1. **Task Assignment Change Order (TACO):** A formal document completed and fully executed when there is a time-period or funding change to an existing executed Task Assignment Notification.

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2. **Commission's Site Manager (RBs)**: Regional Biologists located in the Invasive Plant Management Section offices throughout the State of Florida. Oversee treatments being conducted by Contractors.

3. **Plant Management Authorization Reporting System (PMARS)** – The computer program utilized by IPM staff and Contractors to input data to generate reports, schedule treatments, track chemicals used and create invoices for aquatic vegetation services.

4. **Bump treatment** – A follow-up chemical treatment.

5. **Report of Operation Form -** A form used to report water body, plant species, chemicals/ adjuvants used, acres treated and staff and equipment hours. Submitted monthly with invoice to show cost of treatments conducted. Also, referred to as a Form 454.

6. **Hours** – Time worked during aquatic vegetation control services to be calculated as follows: The number of individual crew members working the treatment multiplied by daily hours worked multiplied by days worked to complete treatment. **Example**: Four (4) individual crew members work eight (8) hours a day for three (3) days to complete a treatment, total number of hours would equal ninety-six (96).

7. **Schedule of Operation** – A weekly schedule created by the Commission's Site Managers to show time-period, water body name, plant species, method of control (chemical), acres to be treated, chemical rate and notations regarding work area for services to be conducted by the Contractor. The schedule is created in PMARS.

8. **Unforeseen Circumstances –** Situations beyond reasonable control of the Contractor that constitutes a justification for a delay in the Contractor performing required services.

9. **Technical Issues** – Unforeseen equipment (hardware) or software failures that make it difficult or impossible for the Contractor to perform required action.

E. DELIVERABLES

1. Specific Project Deliverables & Associated Tasks

The Contractor is to perform monthly aquatic vegetation control services to include, applying chemicals (liquid and solid formulations) from small to moderate size areas of floating and emergent plant species, small acres of submersed vegetation, to several acres of hydrilla during large-scale management operations on eligible water bodies within Highlands County (Attachment D, Approved Water Body Listing). The Contractor may also be required to provide snagging services (cutting and removing fallen timber from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points. Only plant species shown on the Approved Plant Species Listing (Attachment E) can be treated and with only the chemicals listed on the Approved Chemical Control Listing (Attachment F). The Commission's Site Managers and/or the Contractor will post a Schedule of Operations in PMARS each week to show services to be conducted. If services are conducted before a Task has been fully executed the Contractor may not be paid for services rendered.

2. Minimum Level of Performance

Aquatic vegetation control services and/or other services are to be conducted to maintain floating and emergent plant species, water hyacinth, water lettuce and hydrilla at the lowest feasible levels to

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maintain recreational and navigational areas on eligible water bodies within Highlands County. Levels of control are to be coordinated with the Commission's Site Managers. The Contractor and/or the Commission's Site Managers will create a Schedule of Operations each week in PMARS containing, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. The Contractor must review each schedule and contact the Commission's Site Manager if any questions regarding the services to be conducted.

The Contractor is required to have a GPS tracking system attached to each spray rig system while on a vessel, or any other spray rig being used to apply herbicides. Each system must be checked daily to capture the data necessary to verify services being conducted under the Contract, and all Task and TACOs issued.

NOTE: The Commission may reduce payment for work shown on a 454 form by ten percent (10%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

3. Documentation/Criteria Used as Evidence of Performance

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. Completed and approved (signed) Report of Operation forms (Attachment G).
c. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manger stating who has been delegated to sign as the Contractor's Contract Manager (designee).
d. The Contractor is required to identify each GPS device on the form 454 to enable GPS tracks to be tied back to a specific weekly treatment.
e. Documentation showing the hourly rate of pay for each staff member who worked during the month. Documents must cover the time-period worked.
f. Copies of current chemical invoices showing price for products used conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. Copies of purchase orders or inventories **are not** considered proof of purchase or price and will not be accepted.
g. Copies of travel documents if authorized travel occurred during a month of services.

4. Timeline for Completion

Contractual services are to be conducted monthly and within the time-period of each executed Task or TACO issued under the executed Contract. Work will be performed only during weekdays (Monday through Friday) between the hours of 7:00 a.m. and half (1/2) hour after legal sunset. No weekend work is authorized unless prior written (email) approval has been received from the Commission's Contract Manager. Task will be issued at the beginning of each State fiscal year to show time-period for services to be rendered.

F. FINANCIAL CONSEQUENCES

If the Contractor fails to meet the established minimum performance level for the specified deliverable, the Commission may reduce payment by ten (10) percent. Allowance will be made for non-compliance to minimum performance levels if the reason is due to circumstances beyond the Contractor's control.

Additionally, if the Contractor materially fails to comply with the terms and conditions of the Contract, including any Federal or state statutes, rules, or regulations applicable to the Contract, the Commission may take one or more of the following actions, as appropriate for the circumstances:

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1. Temporarily withhold cash payments pending corrections of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partially suspend or terminate this Contract.
4. Take other remedies that may be legally available.

G. PERFORMANCE

1. The Contractor shall provide all labor, equipment, and chemicals for aquatic vegetation control, within Highlands County, or a water body that may impact public waterbodies within Highlands County. The approved public water bodies within the boundaries of Highlands County on which services may be rendered are shown on the Approved Water Body List (Attachment D). The Contractor shall work with the Commission's Site Managers to create prescriptions for treatments.

2. Any services conducted outside the boundaries or listing must be approved by the Commission's Contract Manager and an executed Contract Amendment must be in place before services are to be conducted.

3. Only the plant species listed on Attachment E are to be treated when found on eligible public water bodies within Highlands County and can only be treated with the approved chemicals listed on Attachment F. The Contractor is to follow the Schedule of Operation posted each week in PMARS.

4. If there is a change to the approved water bodies, plant species or chemical control listings a Contract Amendment must be created and fully executed before any services are rendered. No services stated within the Amendment are to be performed until a fully executed Amendment is in place.

5. In addition to chemical control services, the Contractor may be required to provide snagging services (cutting and removing fallen timbers from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points.

6. Each State fiscal year a Task will be executed to show when contractual services are to begin and end, and funding allocated for expenditures. If the time-period or funding during a fiscal year is either increased or reduced, a TACO must be created to show the difference and fully executed.

7. The Contractor's staff conducting aquatic vegetation control, as well as other services, shall hold all valid licenses necessary to perform contractual services and these licenses must be kept current.

8. The Contractor shall perform work in a manner that maximizes cost-effective control of target plants while protecting to the greatest degree practicable, non-target flora and fauna, the environment, and the public from work operations.

9. The Contractor shall have all vessels prominently marked with the Contractor agency (company/organization) name.

10. The Contractor shall arrive at the beginning of each work period with the appropriate chemical(s) and additive(s) required to make the necessary chemical applications. Transportation of these chemical(s) and additive(s) must be in accordance with the U.S. Environmental Protection Agency (USEPA) label and the Florida Department of Agriculture and Consumer Services regulations.

11. The Contractor shall supply and post signs indicating applicable water use restrictions at access points in the treatment area and at appropriate shoreline locations. The Contractor shall also be responsible for the removal of the signs once the use restriction period is over.

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12. The Contractor shall follow label instruction to properly dispose of all chemical and adjuvant containers.

13. The Contractor may have at each work site, a properly functioning wind meter and a properly functioning oxygen meter.

    a. The Contractor shall record wind readings prior to starting and hourly during all liquid phenoxy or phenoxy-like chemical applications pursuant to the Department of Agriculture and Consumer Services rules in Chapter 5E-2, F.A.C.

    b. The Contractor may take oxygen readings before commencing management operations and contact the Commission's Site Manager before starting management operations if the dissolved oxygen level is below five (5) parts per million.

    c. The Commission's Site Manager may require the Contractor to take oxygen readings before commencing management operations. The Commission's Site Manager is to inform the Contractor in writing (email) with the name of the water body, number of readings to be taken and days the readings are to be completed. The Contractor is to inform the Commission's Site Manager of the data collected in writing (email) prior to starting management operations. If the Contractor informs the Commission's Site Manager of the data collected via a phone call, the Contractor must follow up in writing (email). The data shall also be recorded on the Report of Operation form for the water body on which services were performed.

14. The Contractor shall perform regular equipment maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this contract. In addition, the Contractor shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application control.

15. Individual Applicator Assessment/Training

The Contractor's individual applicators will be held to following all rules and regulations created by the Department of Agriculture and Consumer Services regarding aquatic plant management and the application of herbicides. Individual applicators must hold valid certifications to perform services under the Contract, Tasks and TACOs. During the time-period of the contract the Contractor's individual applicators will be assessed by the Commission's Regional Site Managers during treatments. If the Commission's Site Manager determines an individual applicator is failing to be responsible while performing plant management activities, the Commission's Site Manager will notify the Commission's Contract Manager. The Commission's Site Manager will need to submit written document (email, memo, etc.) to the Commission's Contract Manager notating information regarding the individual applicator and the issues that have been seen. After review of the documentation, the Commission's Contract Manager will contact, via email, the Contractor's Contract Manager and Project Manager stating that the individual applicator will be suspended from working under any Commission contracts/Tasks/TACOs until further notice. The Contractor must have the individual applicator retrained and submit documentation to the Commission's Contract Manager showing proof that training was taken, and the applicator is eligible to be reinstated. The Commission's Contract Manager will review the documentation and send a written notification (email) to the Contractor's Contract Manager either approving or denying reinstatement. Communication via emails, phone calls and Team meetings may take place throughout the process. Final decision must be sent in writing (email).

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16. Global Positional Satellite (GPS) Tracking Systems

a. The Contractor must use an FWC Invasive Plant Management Section approved GPS tracking system. The GPS tracking system must be made up of a GPS unit and switch to detect flow. The Contractor's system must provide an automated transfer of GPS tracks into the Commissions system.

b. The Contractor must have a GPS tracking system attached to each spray rig being utilized for services under the Contract, and all Tasks and TACOs issued under the Contract. A GPS tracking system must be a part of all spray rig systems while on a vessel, or any other spray rig being used to apply herbicides.

c. The Contractor must always have the GPS tracking system running while conducting services under the Contract, and all Tasks and TACOs issued under the Contract.

d. The system must be capable of recording vessel travel on the water and periods of activation/inactivation of herbicide flow.

e. The Contractor must identify each GPS device on the 454 forms submitted with monthly invoices to enable GPS tracks to be tied back to a specific weekly treatment.

f. The Contractor must share all data collected from the GPS systems during herbicide treatments. The data collected will determine if a Contractor is being productive and conducting treatments within the areas approved during work hours.

g. If the Contractor has unforeseen circumstances and technical issues with the tracking system, staff must contact the Commission's Contract Manager and/or Site Manager via a phone call within a one-hour period of an issue to explain why the tracking system is not operational. The Contractor must follow-up the phone call with an email to be placed in the contract file. The email must be sent within a period of 24 hours after the initial phone call was placed.

h. The Commission may reduce payment for work shown on a 454 form by twenty-five percent (25%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Site Manager. The Contractor shall be prepared to commence management operations (i.e., leave the boat ramp headed for the control site) at or before 8:00 a.m. to maximize effective work time before wind and rain can interrupt operations.

The Commission's Site Managers will work with the Contractor when there is a Federal or State observed holiday and during duck hunting season regarding services to be conducted.

H. RENEWALS AND EXTENSION

See Page two (2) and three (3) of the Contract for further language regarding renewals and extensions.

I. COMPENSATION AND PAYMENT

1. FIXED PRICE RATES/COST REIMBURSEMENT

The Commission shall pay the Contractor for aquatic vegetation control services based on cost reimbursement in accordance with rates shown for employee's hourly rate of pay and the use of

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authorized chemicals. The Contractor will only be reimbursed for the actual hours worked and the amounts of authorized chemicals used for control services. The Commission shall pay the Contractor for equipment used during aquatic vegetation control services based on a fixed price (hourly rate) in accordance with rates shown on the Equipment Usage List (Attachment H).

Monthly invoices that are requesting reimbursement for services conducted by a Subcontract must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor.

Executed Task issued will show State funding to be expended during a fiscal-year time-period.

2. INVOICE SCHEDULE

Itemized invoices are to be created using the PMARS (Plant Management Authorization Reporting System) system and submitted monthly to the Commission's Contract Manager by the 20th of each month except for the invoice for the month of June. Monthly invoice packages must include a Contractor's Contract Manager (or designee) signed invoice, signed, and approved Report of Operation forms (Attachment G), copies of payment stubs and current chemical invoices (no purchase orders or inventories) for each product used for services during the month and travel documents if travel was authorized. Only costs directly related to the contractual services being provided will be reimbursed. The invoice for June must be submitted within the time-period given by the Commission's Contract Manager or designee. All invoices must reflect the FWC Contract number and the current fiscal year Task number.

3. TRAVEL EXPENSES

Any travel for conferences, workshops, or anything other than overnight travel for the purposes of carrying out contractual services must have prior written (email) approval from the Commission's Contract Manager. An email shall be sent to the Commission's Contract Manager requesting prior approval and a response must be received back from the Commission's Contract Manager in writing (email) showing approval for requested travel. Reimbursement for travel shall be submitted through the PMARS system with the monthly invoice.

See Contract for applicable terms and conditions related to travel regarding Florida Statutes and reimbursement.

4. FORMS AND DOCUMENTATION

The list below is required for monthly invoices:

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manager stating who has the Delegation of Authority to sign as the Contractor's Contract Manager.
c. Completed Report of Operations forms, signed by contracting staff and approved by the Contractor's Contract Manager or designee.
d. Copies of current invoices for any chemical products used for services conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. **Copies of purchase orders or inventories are not considered proof of purchase or price and will not be accepted**.
e. Employees pay information, documents showing each staff member who worked during the month under the contract and their hour rate of pay (pay stub).

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f. Copies of travel documents if authorized travel occurred during a month of service.
g. Proof of payment of Subcontractor's if utilized.

Note: See Section G. Cost Reimbursement of the Contract for further details regarding documentation submitted for cost reimbursement contracts.

J. MONITORING SCHEDULE

The Contractor will conduct site visits to inspect water bodies within 2 to 4 weeks after treatments have been conducted to see if the objective of the treatment were met or if retreatment (bump) and revision to chemical prescription needs to be made.

The Commission's Site Managers will conduct surveys on the water bodies within Highlands County to look for new infestations and to assess the overall water body condition. During the time-period for services to be rendered, the RBs will conduct site visits and field inspections to evaluate work conducted and compare (reconcile) to the Report of Operation forms that have been submitted with the monthly invoices for payment.

K. SUBCONTRACTS

Subcontracting will be allowed only if the Contactor is not available to conduct contractual services. A copy of the Contractor's Subcontract agreement must be sent to the Commission's Contract Manager for review and approval before the Subcontractor is authorized to conduct contractual services. The Contractor must coordinate with the Commission's Contract Manager and Site Manger before Subcontractors perform any services.

The Contractors monthly invoices requesting reimbursement for services conducted by a Subcontractor must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor. The **Subcontractor Status Report (Attachment I)** shall be submitted with each invoice for payment.

See pages nine (9) and ten (10) of the Contract for further terms and conditions related to subcontracts.

L. SPECIAL PROVISIONS

1. CONTRACTOR

The Contractor must provide an applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category for each on-site work being conducted.

2. CHEMICAL

All chemicals shall be used in accordance with the U.S. Environmental Protection Agency (USEPA) label. The Contractor shall have a copy of the USEPA chemical label and Material Safety Data Sheet (MSDS) at each control site for each chemical in the Contractor's possession.

The Contractor is liable for any penalty, fines or dames resulting from the misuse of chemicals. Chemicals are to be provided by the Contractor, as needed, depending on the type of aquatic vegetation to be treated. The Commission reserves the right, as its option, to furnish any or all the chemicals in lieu of reimbursement to the Contractor.

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3. PMARS (Plant Management Authorization Reporting System)

The Contractor must use the PMARS online database for all reporting, invoicing and notifications associated with participation in the FWC IPM Aquatic Plant Control Program. The Contractor is responsible for the accuracy and security of all information input into PMARS. The Contractor will incur all costs for training staff in the proper use of PMARS including when any modifications or enhancements of the program take place for the original term and any renewal years of the executed contract.

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Attachment B

Task Assignment Notification Form
Contract Number: FWC

Task Assignment Number:
Task Assignment Term: Upon Execution to
Contractor Name:
Contractor's Contract Manager/Telephone:
Contractor's Site Manager/Telephone:
FWC Contract Manager/Telephone:

Task Description: Deliverables:

Cost Reimbursement Task Assignment Amount:

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund	Category	Fiscal Year	Object Code	Amount
PID:						

Approvals:

Contractor

_____ _____
Contract Manager (or designee) Date

_____
Print Name

Fish and Wildlife Conservation Commission

_____ _____
Contract Manager (or designee) Date

_____ _____
Section Leader (or designee) Date
Invasive Plant Management Section

_____ _____
Division Director (or designee) Date
Division of Habitat and Species Conservation

_____ _____
Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

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Attachment C

Task Assignment Change Order Form
Contract Number: FWC

Task Assignment Number: Change Order Number Date:
Task Assignment Term:
Contractor Name:
Contractor's Contract Manager:
FWC Contract Manager:
FWC Site Manager:
Description of Change:

CHANGE IN TASK AMOUNT

	Cost Reimbursement
Original task amount:	$
Task amount prior to this change order:	$
Net decrease in task amount:	$
Task amount with all change orders:	$

CHANG E IN TASK TERM

Original task completion date:
Compl etion date prior to this change: Net increase/decrease in task period: Completion date with all change order:

Change in Funding Information:

Org Code	EO	Fund/FIO	Category	Fiscal Year	Obj. Code	Amount
PID:						

Approvals:

Contractor

_____ _____
Contract Manager (or designee) Date

_____
Print Name

Fish and Wildlife Conservation Commission

_____ _____
Contract Manager (or designee) Date

_____ _____
Section Leader (or designee) Date
Invasive Plant Management Section

_____ _____
Division Director (or designee) Date
Division of Habitat and Species Conservation

_____ _____
Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

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Attachment D

Approved Waterbody Listing – Highlands County

Name	County
Administration	HIGHLANDS
Tulane Lake	HIGHLANDS
Jackson Creek	HIGHLANDS
August, Lake	HIGHLANDS
Little Lake Jackson	HIGHLANDS
Catfish Creek	HIGHLANDS
Adelaide, Lake	HIGHLANDS
Apthorpe, Lake	HIGHLANDS
Arbuckle Creek	HIGHLANDS
Bonnet, Lake	HIGHLANDS
Carrie, Lake	HIGHLANDS
Clay Lake	HIGHLANDS
Damon Lake	HIGHLANDS
Dinner Lake	HIGHLANDS
Francis, Lake	HIGHLANDS
Glenada, Lake	HIGHLANDS
Henry, Lake	HIGHLANDS
Huntley, Lake	HIGHLANDS
Isabell, Lake	HIGHLANDS
Istokpoga Canal	HIGHLANDS
Istokpoga, Lake	HIGHLANDS
Jackson, Lake	HIGHLANDS
Josephine Creek	HIGHLANDS
Josephine, Lake	HIGHLANDS
June-In-Winter, Lake	HIGHLANDS
Lelia, Lake	HIGHLANDS
Letta Lake	HIGHLANDS
Little Red Water Lake	HIGHLANDS
Lotela, Lake	HIGHLANDS
Olivia, Lake	HIGHLANDS
Pioneer Lake	HIGHLANDS
Placid, Lake	HIGHLANDS
Red Beach Lake	HIGHLANDS
Red Water, Lake	HIGHLANDS
Sebring, Lake	HIGHLANDS
Stearns Creek	HIGHLANDS
Viola, Lake	HIGHLANDS
Administration	HIGHLANDS

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Attachment E

Approved Plant Species Listing

Species	Common Name
Acer rubrum	Red Maple
Aeschynomene fluitans	Giant water sensitive plant
Albizia julibrissin	Mimosa tree
Alternanthera philoxeroides	Alligatorweed
Althaea officinalis	Marsh Mallow
Amaranthus albus	Prostrate Pigweed
Amaranthus australis	Southern amaranth
Ampelopsis arborea	Peppervine
Andropogon spp	Broomsedge
Azolla caroliniana	Carolina Mosquito Fern
Azolla pinnata	feathered mosquitofern
Baccharis angustifolia	Baccharis
Baccharis halimifolia/glomeruliflora	Groundsel tree
Bacopa caroliniana	Lemon Bacopa
Bacopa monnieri	Smooth Water Hyssop
Begonia cucullata	Wax begonia
Bidens spp	beggarticks
Blechnum serrulatum	Swamp Fern
Blue-Green Algae	Cyanobacteria
Brasenia schreberi	Water Shield
Cabomba caroliniana	Cabomba, Fanwort
Canna flaccida	Golden Canna
Canna spp. (exotic)	
Carex spp	Foxtail Sedge
Casuarina spp	Australian Pine
Cephalanthus occidentalis	Button Bush
Ceratophyllum demersum	Coontail
Ceratopteris thalictroides	Watersprite
Chara spp	Musk Grass
Cicuta maculata	Spotted Water Hemlock
Cinnamomum camphora	Camphor Tree
Cladium jamaicense	Saw-grass
Colocasia esculenta	Wild Taro
Commelina spp. (exotic)	Dayflower (exotic)
Cornus foemina	Swamp dogwood
Crassula helmsii	
Crinum americanum	Souther Swamp Lily
Cryptocoryne walkeri	Water trumpet
Cyperus alopecuroides	foxtail flatsedge

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Cyperus articulatus	Jointed Flat Sedge
Cyperus blepharoleptos	Cuban Bulrush
Cyperus involucratus	Umbrella Flat Sedge
Cyperus papyrus	Egyptian papyrus
Cyperus prolifer	Dwarf Papyrus
Cyperus spp. (other natives)	NULL
Dalbergia sissoo	Indian rosewood
Decodon verticillatus	Swamp Loosestrife
Didiplis diandra	NULL
Echinochloa spp	Coast Cockspur
Echinochloa spp. (exotic)	NULL
Echinodorus spp	Creeping Burhead
Egeria densa	Elodea, Anacharis
Egeria najas	Narrow-leaf Anacharis
Eichhornia crassipes	Water Hyacinth
Eichhornia spp	
Eleocharis spp., emersed	Spikerush
Eleocharis spp., sub/floating	Horse Hair Grass, Hair Grass
Eupatorium capillifolium	Dog Fennel
Filamentous algae	Algae
Floating Plants (Eichhornia and Pistia)	Hyacinth/Lettuce Mix
Fontinalis spp	Common Water Moss
Fuirena spp	Lake Rush
Gordonia lasianthus	Loblolly bay
Habenaria repens	Water Spider Orchid
Hemarthria altissima	Limpograss
Heteranthera dubia	NULL
Heternanthera spp	
Hydrilla verticillata	Hydrilla
Hydrocotyle spp	Pennywort, Dollar Weed
Hygrophila polysperma	East Indian Hygrophila
Hymenachne amplexicaulis	West Indian Marsh Grass
Hymenocallis spp	Spider Lily
Hypericum spp	St. Johns Wort
Imperata cylindrica	Cogon Grass
Ipomoea aquatica	Water Spinach
Ipomoea carnea sub. fistulosa	Bush Morning Glory
Ipomoea sp	Morning glory
Juncus effusus	Soft Rush
Juncus repens	Creeping Rush
Juncus roemerianus	Black Needle Rush
Juncus spp. (other)	NULL
Lachnanthes caroliana	Redroot
Lachnocaulon minus	Bogbutton

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Leersia hexandra	Southern Cut Grass
Lemna/Spirodela spp	Duckweed
Leucaena leucocephala	Lead Tree
Limnobium spongia	Frogsbit
Limnophila sessiliflora	Ambulia
Liquidambar styraciflua	Sweet Gum
Lobelia cardinalis	Cardinal Flower
Ludwigia arcuata	Piedmont Primrose
Ludwigia grandiflora/hexapetala	large-flower primrose-willow
Ludwigia grandifolia	
Ludwigia leptocarpa	anglestem primrose
Ludwigia octovalvis/peruviana	Primrose Willow
Ludwigia palustris/repens	Red Ludwigia
Ludwigia spp. (other)	Ludwigia (other)
Luziola fluitans	Southern Water Grass
Luziola subintegra	Neotropical Water Grass
Lygodium japonicum	Climbing Fern
Lygodium microphyllum	Climbing Fern
Lyngbya spp	Lyngbya
Magnolia virginiana	Sweetbay
Marsilea spp	Water Clover
Mayaca fluviatilis	Bogmoss
Melaleuca quinquenervia	Melaleuca
Melinis repens	Rose Natal Grass
Merremia tuberosa	Wood Rose
Micranthemum glomeratum	Baby's Tears
Micranthemum umbrosum	Baby's Tears
Mikania scandens	Climbing Hempweed
Mimosa pigra	Catclaw Mimosa
Mormodica charantia	Balsam Pear
Myrica cerifera	Wax myrtle
Myriophyllum aquaticum	Parrots Feather
Myriophyllum heterophyllum	Variable Leaf Milfoil
Myriophyllum laxum/pinnatum	Loose Water Milfoil
Myriophyllum spicatum	Eurasian Water Milfoil
Najas filifolia	Needleleaf Waternymph
Najas flexilis	NULL
Najas gracillima	NULL
Najas guadalupensis	Southern Naiad
Najas marina	Spiny Naiad
Najas minor	Brittle Waternymph
Nasturtium floridanum	Florida Watercress
Nasturtium officinale	Watercress
Nelumbo lutea	American Lotus

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Nelumbo nucifera	Sacred Lotus
Nitella spp	Stonewort
Nuphar advena	Spatterdock
Nymphaea mexicana	Yellow Water Lily
Nymphaea odorata	Fragrant Water Lily
Nymphaea spp. (exotic)	Exotic Water Lily
Nymphoides aquatica	Banana Lily
Nymphoides cristata	Floating Heart
Nymphoides spp., (exotic)	
Orontium aquaticum	Golden Club
Oxycaryum cubense	Scirpus Cubensis, Cuban Bulrush
Packera glabella	Butterweed
Paederia foetida	Skunk Vine
Panicum hemitomon	Maidencane
Panicum repens	Torpedo grass
Paspalidium geminatum	Knotgrass
Paspalum distichum	NULL
Paspalum fluitans	NULL
Paspalum repens	Water paspalum
Peltandra spp	Arrow Arum
Pennisetum purpureum	Napier Grass
Persea borbonia/palustris	Bay tree
Phragmites australis	Giant Reed
Phyllanthus Fluitans	Floating spurge
Phytolacca Americana	Pokeweed
Pistia stratiotes	Water Lettuce
Polygonum glabrum	Smartweed
Polygonum hydropiperoides	NULL
Polygonum spp., natives	Smartweed
Pontederia cordata	Pickerelweed
Pontederia rotundifolia	Tropical Pickerelweed
Potamogeton amplifolius	NULL
Potamogeton crispus	curly pondweed
Potamogeton diversifolius	Variable Leaf Pondweed
Potamogeton illinoensis	Illinois Pondweed
Potamogeton pectinatus	Sago Pondweed
Potamogeton pulcher	NULL
Potamogeton pusillus	Small Pondweed
Proserpinaca spp	Mermaid Weed
Psidium cattleianum	Strawberry Guava
Rhynchospora spp	Beak Rush
Riccia fluitans	Bog Mat
Ricciocarpus natans	Purple-fringed Riccia
Ricinus communis	Castor Bean

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Rotala spp.	Toothcup
Rubus pensylvanicus	Sawtooth Blackberry
Ruellia simplex	Mexican Petunia
Ruppia maritima	Widgeon Grass
Saccharum spontaneum	Wild sugarcane
Sacciolepis striata	Cupscale
Sagittaria kurziana	Strap-leaf Sag
Sagittaria lancifolia	Duck Potato
Sagittaria latifolia	Broadleaf Arrowhead
Sagittaria stagnorum	NULL
Sagittaria subulata/graminea/gracillima	Narrowleaf Sag
Salix spp	Willow
Salvinia minima	Water Fern
Salvinia molesta	Giant Salvinia
Salvinia spp. (exotic)	NULL
Sambucus nigra	Elderberry
Sapium sebiferum	Chinese Tallow, Popcorn Tree
Saururus cernuus	Lizard's Tail
Schinus terebinthifolius	Brazillian Pepper
Schoenoplectus americanus/pungens	American Bulrush, Tri Stem
Schoenoplectus californicus/validus	Bulrush
Schoenoplectus/Scirpus (other natives)	NULL
Scleria lacustris	Wright's Nut-rush
Scleria microcarpa	Tropical Nut-rush
Senna pendula	Christmas Senna
Sesbania punicea	Rattlebox
Solanum tampicense	Wetland Nightshade
Solanum viarum	tropical soda apple
Solidago spp	Goldenrod
Sparganium americanum	Bur Read
Spartina alterniflora	Smooth Cord Grass
Spartina bakeri	Baker's Cord Grass
Spartina patens	NULL
Sphagneticola trilobata	Wedelia
Sphenoclea zeylanica	chickenspike
Sphenoclea zeylanica	Chickenspike
Stuckenia pectinata	Sago Pondweed
Symphyotrichum carolinianum	Climbing Aster
Syngonium podophyllum	arrowhead vine
Taxodium spp	Cypress Tree
Thalia geniculata	Fire Flag
Thelypteris spp	Shield Fern
Toxicodendron radicans	Posion Ivy
Trees (blocking navigation)	Snagging

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Triadenum virginium	TVM
Tussocks	Floating Islands
Typha spp	Cattail
Urena lobata	Caesarweed
Urochloa mutica	Paragrass
Urochloa platyphylla	Broadleaf Signalgrass
Utricularia floridana	Florida Yellow Bladderwort
Utricularia foliosa	Leafy Bladderwort
Utricularia gibba	Cone-spur Bladderwort
Utricularia inflata	Swollen Bladderwort
Utricularia purpurea	Eastern Purple Bladderwort
Vallisneria americana	Eelgrass, Wild Celery
Vitis rotundifolia	Muscadine
Websteria confervoides	NULL
Wolffia spp	Water Meal
Wolffiella floridana	NULL
Wolffiella spp	Mud-midget
Woodwardia spp	Chain Fern
Xanthosoma sagittifolium	Arrowleaf elephant’s ear
Xyris spp	Yelloweyed grass
Zizania aquatica	Wild Rice
Zizaniopsis miliacea	Giant Cut Grass

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Attachment F

Approved Chemical Control Listing

Note: Chemical control methods include both liquid and granular formulations

Chemical Control Methods

2,4-D
Aquatic Dye (for shading)
Aquastrike
Bentazon
Bispyribac
Carfentrazone
Copper Chelate
Copper Sulfate
Diquat
Endothall
Endothall + Diquat
Fluazifop
Flumioxazin
Fluridone
Glyphosate
Hydrothol
Imazamox
Imazapyr
Metsulfuron Methyl
Oxyfluorfen
Penoxsulam
Peroxide
ProcellaCOR
Sethoxydim
Topramezone
Triclopyr
Triclopyr + 2,4-D

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Water Body Name _____ **Contractor Name:** _____
Vegetation Type _____ **Date:** _____ **through** _____ **Year** _____

	Item		Rate $	Mon	Tue	Wed	Thurs	Fri	TOTAL $
Equipt. Use									
Crew Time									
Per Diem									
Other									
Time Distrib.	Effective Time								
	Travel Time Vehicle								
	Travel Time Plant								
	Lost Time Weather (Explain)								
	Minor Repairs (Explain)								
	Major Repairs (Explain)								
	Other Duties / Miscellaneous								
	Holiday or Leave								
	Survey/Inspection								
	Removing Obstructions								
	Preparation								
	TOTAL TIME IN PERIOD								

Herbicide / Adjuvant	**Cost $**	**Amount Used - Gallons or Pounds**					**TOTAL $**

Herbicide Diluent & Rate Per Acre	**Total Acres**

Acres Controlled						

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
Daily Activities, Wind Speed, Etc.					

SUMMARY OF COSTS	
Contractual Services	
Equipment	

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	Salaries _____
	Fringe Ben _____
	Total Sal. & Fr. Ben. _____
	Chemical _____
	Indirect (_____%) _____
	Other
Submitted: **Approved:**	**GRAND TOTAL:**

Fish and Wildlife Conservation Commission 4/2011

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Attachment H

Cooperative Aquatic Plant Control Program
Equipment Usage Rates

Equipment Type	Description	Rate Per Hour
Boats	Airboat	$12.95
	Airboat with spray rig	$13.84
	Kicker with spray rig	$ 6.91
	Pontoon with spray rig	$ 6.91
	Towboat	$23.69
	Barge	$ 2.44
Spray rig	General	$ 0.89
Truck	½ Ton (4x2)	$ 5.47
	½ Ton (4x4)	$ 6.59
	¾ Ton (4x2)	$ 5.92
	¾ Ton (4x4)	$ 7.13
	1 Ton (4x2)	$ 7.69
	1 Ton (4x4)	$ 8.15
	1 ½ to 2 ½ Ton (4x2)	$10.56
	1 ½ to 2 ½ Ton (4x4)	$11.18
Car/Small SUV	(4x2)	$ 6.14
	(4x4)	$ 7.13
ATV		$ 6.91
Trailer		$ 3.35
Dump Truck		$11.85
Gradall		$12.96
Crane		$33.43
Tractor		$19.19
Trackhoe		$12.96
Helicopter		$151.83

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Attachment I

SUBCONTRACTOR STATUS REPORT

Date: **FEIN:**

Contractor
Company Name, Street Address, City & Zip Code

FWC Solicitation Number: FWC FY-#

FWC Project Title: Aquatic Vegetation Control Services

Contract Amount: $ **Invoice Number:**

Only complete this form if the Primary Contractor is NOT registered as a Certified Business Enterprise (CBE) by the Office of Supplier Diversity (OSD) AND the Subcontractor is woman-, veteran- and/or minority-owned business enterprise.

*Non-Certified Primary Contractor Name	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	[2]CBE Code	Description of Service	Subcontractor Payment Amount
		$					$
		$					$
		$					$
		$					$
						Total of Subcontractor Payment(s)	$

[1]OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: https://osd.dms.myflorida.com/directories
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: https://vendor.myfloridamarketplace.com

[2]CBE Codes: A - Non-Minority | **H** - African American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

DocuSign

Certificate Of Completion

Envelope Id: 3C183681436640B49CFC758647074785
Status: Sent
Subject: Review and DocuSign FWC Contract 21146 - Highlands County
Source Envelope:
Document Pages: 48
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Alisha Morgan
AutoNav: Enabled
620 S Meridian St
EnvelopeId Stamping: Enabled
Tallahassee, FL 32399
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
alisha.morgan@myfwc.com
IP Address: 164.51.209.44

Record Tracking

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2/18/2022 12:20:25 PM
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alisha.morgan@myfwc.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kathleen G. Rapp krapp@highlandsfl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 3/1/2022 12:32:59 PM
Thomas Eason Thomas.Eason@MyFWC.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Kat Ethridge kat.ethridge@myfwc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/17/2022 3:50:11 PM ID: a2d92e6b-444f-4473-a799-37f92f9ee54a		

Carbon Copy Events	Status	Timestamp
Jonathan Harrison jharrison@highlandsfl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/1/2022 12:32:59 PM Viewed: 3/1/2022 5:41:58 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/1/2022 12:32:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Florida Fish & Wildlife Conservation Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Florida Fish & Wildlife Conservation Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@myfwc.com

To advise Carahsoft OBO Florida Fish & Wildlife Conservation Commission of your new email address

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ii. send us an email to contracts@myfwc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Carahsoft OBO Florida Fish & Wildlife Conservation Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Florida Fish & Wildlife Conservation Commission during the course of your relationship with Carahsoft OBO Florida Fish & Wildlife Conservation Commission.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request to approve and rank twenty-two (22) 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 twenty-two (22) FDOT Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 FDOT Five Year Work Program. These applications consist of sixteen (16) Small County Outreach Program (SCOP), and six (6) 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 road condition index, estimated cost of each project, one (1) GIGP application to be submitted to FDOT on March 16, 2022, and additional projects submitted to Hartland Regional Transportation Planning Organization (HRTPO) on February 25, 2022, for the FY 2024-2028 Five Year Work Program.

RECOMMENDED ACTION

Move to approve and rank twenty-two (22) 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% fund match for some applications.

Attachments: 2022 FDOT_ District 1 Draft Projects Ranking List_Ranked by Eng.pdf

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	SCOP	Lake Josephine Dr	Orange Blossom Ave 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	59	$ 1,970,661.00	$ -	$ 1,970,661.00	
2	SCOP	CR-621	Balmoral Dr to Holmes Ave	Add shoulders/Safety Improvements	N/A	64	$ 2,259,430.20	$ -	$ 2,259,430.20	
3	SCOP	Placid View Dr	Jersey St NE to SR 70	Reconstruct from Easgles Nest Dr south approx 4,000 ft and widen the remaining roadway		57	$ 4,686,228.00		$ 4,686,228.00	
4	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	$ 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	$ 1,174,040.15	$ -	$ 1,174,040.15	
6	SCOP	Webster Turn Phase II	Boeing Ave to Crosley Ln (S of CSX Railroad)	Reconstruct /Rehabilitate 0.35 miles of roadway	N/A	24	$ 231,495.00	$ 25,000.00	$ 206,495.00	
7	SCOP	Grand Concourse	Henscratch Rd to Josephine Creek Bridge	Pave a 2.60 mile (13,728 feet) section of existing shell roadway	N/A	67	$ 2,603,748.95	$ -	$ 2,603,748.95	
8	SCOP	CR-619	CR-621 to CR-29	Mill, Resurface, & Add shoulders/Safety Improvements		61	$ 3,368,012.53		$ 3,368,012.53	
9		CR-29 Phase I	Old Parker Island Rd to US 70	Mill, Resurface, & Add shoulders/Safety Improvements		66	$ 2,092,537.70		$ 2,092,537.70	
10	SCOP	CR-29 Phase II	CR-619 to Old Parker Island Rd	Mill, Resurface, & Add shoulders/Safety Improvements		24	$ 2,168,437.70		$ 2,168,437.70	
11	SCOP	Old SR-8	SR-70 to Archibold Rd	Mill, Resurface & Add Shoulderes 3.91 Miles	N/A	76	$ 3,774,719.03		$ 3,774,719.03	
12	SCOP	Old SR-8	Bear Point Ln to US 27	Reconstruction/widening	N/A	62	$ 3,413,311.09	$ -	$ 3,413,311.09	
13	SCOP	Old SR 8	Archibold Rd to Hicoria Rd	Reconstruct portions of Old SR 8 from Archbold Rd to Hicora Rd / safety improvements	N/A	62	$ 2,714,015.35	$ -	$ 2,714,015.35	
14	SCOP	Lake June Rd	CR-17 N to SW Vista Dr	Grade down the hillside slope to increase viability	N/A	25	$ 841,046.25		$ 841,046.25	
15	SCOP	Schumacher Rd	Ortego St west to Blueberry Rd	Pave approximately a 1.5 mile section of graded roadway	N/A	56	$ 1,544,690.60		$ 1,544,690.60	
16	SCOP	Jack Weisser Blvd Paving	CR-29 to Wildwood Dr	Pave apporximately a 0.8 mile (4,230 feet) section of graded roadway	703	24	$ 1,251,722.56	$ -	$ 1,251,722.56	
						Total:	**$ 19,335,584.72**	$ 25,000.00	**$ 19,310,584.72**	

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	SCRAP	Lake June Rd	SW Vista Dr to Miller Ave	Mill/Resurface 3.99 miles	N/A	59	$ 5,340,267.71	$ -	$ 5,340,267.71	
2	SCRAP	Desoto City Rd	Desoto Rd to Lunsford Rd	Mill/Resurface 1.78 miles	N/A	65/70	$ 1,092,000.36		$ 1,092,000.36	
3	SCRAP	Whatley Blvd	US 27 west to Whatley Ct	Mill/Resurface .72 miles	N/A	65	$ 814,340.50		$ 814,340.50	

4	SCRAP	CR-731	Clubhouse Rd to Fisheating Creek	Mill/Resurface 2.60 miles			$ 1,928,799.80		$ 1,928,799.80	
5	SCRAP	Memorial Dr	Sebring Parkway north to Manatee Dr	Mill/Resurface 2.26 miles	5,231	67	$ 1,640,500.40		$ 1,640,500.40	
6	SCRAP	Old SR-8	Hicoria Rd to Joint past Nursery	Mill/Resurface 3.75 miles	N/A	62	$ 3,380,287.00	$ -	$ 3,380,287.00	
						Total:	**$ 14,196,195.77**	$ -	**$ 14,196,195.77**	

Additional Projects - 2022 Applications - Not Included in Ranking, Ranked by Board on 1/19/2021:

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	CIGP	Daffodil Street Extension	Lake Crews Ave S to Catfish Creek Rd	Extend Daffodil St approx. 1 mile S to provide a direct, continuouse access to improve emergency response time.	0	0	$ 3,547,726.06	$ 886,931.51	$ 2,660,794.55	**1**
						Total:	**$ 3,547,726.06**	**$ 886,931.51**	**$ 2,660,794.55**	

Additional Projects - 2022 Applications - Not Included in Ranking, Ranked by HRTPO or FDOT Only:

SUBMITTED BY	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated DOT Funding
HRTPO	TA	Catfish Creek Rd Sidewalk	from pedestrian bridge west to Placid Lakes Blvd	Construct sidewalk for safety & ADA improvements	5,571	75 (bridge to EOR) - 75 Interlake S to curve) - 90 (curve to bridge)	$ 437,329.00	$ -	$ 437,329.00
HRTPO	TA	N. Olivia Dr Sidewalk Phase I	From W Stryker Rd to N Larramore Rd	Construct sidewalk for safety & ADA improvements		N/A	$ 441,613.00	$ -	$ 441,613.00
HRTPO	TA	N. Olivia Dr Sidewalk Phase II	From N Larramore Rd to Nautilus Dr	Construct sidewalk for safety & ADA improvements		N/A	$ 465,573.00	$ -	$ 465,573.00
HRTPO	TA	Heron St Sidewallk - Phase I	Eagle Ave to Sparrow Ave	Construct sidewalk for safety & ADA improvements		N/A	$ 437,694.00	$ -	$ 437,694.00
HRTPO	TA	Heron St Sidewalk - Phase II	Sparrow Ave to Thrush Ave	Construct sidewalk for safety & ADA improvements		N/A	$ 468,252.00	$ -	$ 468,252.00
HRTPO	TA	Heron St Sidewalk - Phase III	Thrush Ave to Grosbeak Ave	Construct sidewalk for safety & ADA improvements		N/A	$ 469,698.00	$ -	$ 469,698.00
HRTPO	TA	Heron St Sidewalk - Phase IV	Grosbeak Ave to Hammock Rd	Construct sidewalk for safety & ADA improvements		N/A	$ 474,811.00	$ -	$ 474,811.00
						Total:	**$ 3,194,970.00**	$ -	**$ 3,194,970.00**

	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding
Combined Totals:	**$ 40,274,476.55**	**$ 911,931.51**	**$ 39,362,545.04**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-90 for BA 21-22-059 to purchase a used 2018 Volvo A25G Off Road Water Truck Cab and Chassis with new tank, and a new TANA Shark E380 Landfill Compactor for the Solid Waste Department.**

STATEMENT OF ISSUE

Attached for your approval is Budget Amendment 21-22-059 with Accompanying Resolution to reallocate funds in the amount of $365,300.00 to purchase a used 2018 Volvo A25G Off-Road water truck cab and chassis with new 6000-gallon water tank and funds in the amount of $818,028.00 to purchase a new TANA Shark E380 Landfill Compactor totaling $1,183,328.00.

Off Road Water Truck
Request to approve the purchase of a used 2018 Volvo A25G Off-Road water truck chassis with new 6000-gallon tank in the amount of $365,300.00 for the Solid Waste Department. Attached for Board approval is a Request to Purchase Used Equipment or From Auction Form, per Section 12 of the purchasing manual for used equipment over $250,000.

The landfill currently has one (1) 2015 Volvo A25G Off-Road water truck cab and chassis with a 6,000 gallons water tank (LF 310) that was budgeted for and purchased in FY 19/20. The water truck has been instrumental in fighting fires at the landfill since it's purchase and has been the most important piece of fire-fighting equipment to extinguish fires that have occurred at the landfill due to trucks ability to maneuver the slopes and landscape of the landfill and to be able to get to locations that normal fire trucks and equipment cannot access. The water truck working with Highlands County Fire Safety was critical in extinguishing fires before severe damage to the landfill could have occurred. The importance of the availability of this piece of equipment at all times makes it a necessity to have redundancy of equipment. There have been times when fire conditions caused damage to pressure pump hosing on the tank that has taken the water truck out of service as well as the need for repairs and maintenance that have left the landfill without a water truck available for an emergency. The Florida Department of Environmental Protection (FDEP) permitted landfill operation plan recommends redundancy of equipment in case of equipment failure and with the landfill configuration, slopes, and height another similar water truck is a necessity. Purchase of a second off-road water truck that can withstand the conditions and environment of the landfill and will provide needed redundancy and level of fire-fighting protection is critical at the landfill. The truck's larger capacity and ability to self-load and access rougher terrain gives the landfill a better option to combat fires at any location on the property. The off-road water truck will also increase productivity in the daily watering of roads to control dust throughout the dry season.

The purchase of a second water truck is not budgeted in the FY 21/22. Funds will need to be reallocated from Fund (401), Account 3999100 – Fund Balance Brought Forward to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment). A price quote was obtained from Alta Equipment Company (Attachment A) in the amount of $365,300.00 for a used 2018 Volvo Articulating truck cab and chassis that is three (3) years old with 3,167

operation hours, which has come available off a lease, that a new 6,000-gallon water tank (Attachment B) can be fabricated for and installed on the chassis to create an off-road water truck. This piece of equipment will be almost identical to the existing water truck the county already owns. When the county purchased their existing off-road water truck in FY 19/20 a cab and chassis with less than 4,000 operation hours was what the county was looking for but availability of equipment that is in good shape, with low operation hours, and not that old in age is difficult to find. When the existing truck was purchased the best used cab and chassis that could be found was four (4) years old and had 4,900 hours. In comparison a price was obtained from Dobbs Equipment, Inc. on a new John Deere 260E Articulating truck cab and chassis with new 5,000 gallons water tank with extended warranty and was $433,599.00 (Attachment C). The cost of the new water truck is $68,299 more than the used truck plus it has a smaller tank.

Landfill Compactor

Request to approve the purchase of a new 2022 TANA Shark E380 Landfill Compactor in the amount of $803,078.00 with a fire suppression system for $14,950.00 at a total cost of $818,028.00 for the Solid Waste Department.

The landfill currently has two (2) Bomag Landfill compactors consisting of one landfill compactor (LF MIS6) that was leased in 2012 and purchased after five (5) years (12,663 hours) and one (1) landfill compactor (LF295) that was purchased in 2018 (4,552 hours). The landfill also has a 2006 CAT 826G Landfill Compactor that was re-built in 2010 and has had the wheels refurbished twice. This compactor has not been used since 2020 and has currently been deemed unrepairable due to the unavailability of certain parts. Since Highlands County has a Class I Landfill and a C & D Landfill one compactor is needed at each landfill with a third compactor that serves as redundancy for each landfill. Recently several costly repairs have occurred with the two Bomag Compactors and the Covid experience has affected the production, availability and shipment of parts needed to make repairs to this brand of compactor. Since the beginning of December 2021, the landfill has had to operate with just one compactor for several months due to a delay in getting parts needed for repairs to the 2012 Bomag from out of the county. That compactor was just restored to operation February 15, 2022. The compactors are the pieces of equipment at the landfill that log the most hours of operation being in use six (6) days per week. The compactors are used at both the Class I and C & D Landfills and are the most critical pieces of equipment for daily operations. Due to the compactor's significance in daily operations, it is necessary to have a trustworthy primary machine and a stable back-up since one compactor cannot keep up with the solid waste operations on a regular basis. The purchase of a replacement compactor was scheduled to be budgeted in FY 22/23 but due to the inability to repair the CAT 826G compactor and repairs to the Bomag compactors with long delays obtaining certain parts it is necessary to move up the purchase of another landfill compactor to this year.

The TANA Shark E380 Landfill Compactor has recently been purchased in both Hardee and Charlotte County. Both of these counties previously had been purchasing Bomag landfill compactors and have decided to switch to TANA after experiencing similar issues with part availability and getting timely repairs completed on their Bomag compactors. Staff has visited Hardee County and witnessed the TANA Compactor in operation and spoken with operators running the equipment and have received positive feedback on the operation of the machine (Attachment D). Staff has also obtained prices on a CAT 826K Landfill Compactor and a new Bomag BC773 RB Landfill compactor. Due to production delays both the CAT and Bomag delivery of a machine would take 6-9 months. There is currently a TANA Shark E380 Landfill compactor with all the features necessary for operation at the landfill available for purchase from National Equipment Dealers, Inc., the regional equipment representative for TANA, through the Florida Association of Counties Contract Number FSA 20-EQU 18.0 Heavy Equipment, Spec. #22. Funds will need to be reallocated from Fund (401), Account 3999100 – Fund Balance Brought Forward to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment). The detailed price quote in the amount of $803,078.00 was obtained from National Equipment Dealers, Inc. along with specifications of the machine. (Attachment E). In addition, a quote was obtained from Mid State Fire, Equipment in the amount of $14,950.00 (Attachment F) to install an Amerex fire suppression

system on the new compactor. This system is similar to the system installed on the landfill's existing compactors. Based on research of the TANA Landfill compactor's operation and the ability to have repairs made by the County R & B Department in an emergency, the purchase of the TANA Shark E380 Landfill Compactor is the best option for the county.

RECOMMENDED ACTION

Move to adopt resolution 21-22-90 for Budget Amendment 21-22-059 for the purchase of a used 2018 Volvo A25G Off Road Water Truck cab and chassis with a new 6,000-gallon water tank in the amount of $365,300.00, and a new TANA Shark E380 Landfill Compactor in the amount of $818,028.00 for a total of $1,183,328.00.

FISCAL IMPACT

The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of $1,183,328.00 which is being brought forward from Fund Balance, Account 3999100 to Cost Center 4210 (Refuse Disposal), Account #56400 (Machinery & Equipment).

Attachments:
21-22-059 SW Purchase Compactor_Water Truck (BA).pdf
21-22-059R SW Purchase Compactor_Water Truck (Resolution).pdf
Signed - 3-15-22 used A25G Volvo Chassis and cab APPENDIX 04 - REQUEST TO PURCHASE FROM USED OR AUCTION.pdf
Rev. Attachment A - Highlands County Volvo A25G #742241 Water Wagon Quote 3.8.22.pdf
Attachment B - 1-13-22 Gray email w revised tank specs.pdf
Attachment C - HC Landfill JD 260E ADT 5000 Gallon water truck quote.pdf
Attachment D - TANA COMPACTOR BENEFITS.pdf
Revised Attachment E - HC FL TANA E380 Compactor Quote.1.25.2022.pdf
Attachment F - new TANA Compactor suppression System 1-24-2022.pdf

REVIEWED
O.M.B DEPARTMENT
March 4, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/2/2022**

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

FUND(S): **401**

FUND TITLE(S): **Solid Waste**

COST CENTER(S) #: **4210**

PROJECT(S) #:

PROJECT TITLE(S):

COST CENTER TITLE(S): **Refuse Disposal - 401**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**401**		**3999100**	**Fund Balance Brought Forward**		**4,605,534.00**	**1,183,328.00**		**5,788,862.00**
E	**401**	**4210**	**56400**	**Machinery & Equipment**		**526,069.00**	**1,183,328.00**		**1,709,397.00**
									0.00
									0.00
									0.00
									0.00

REASON: **To move $1,183,328 from Fund 401 (Solid Waste Enterprise Fund), Account #3999100 (Fund Balance Brought Forward) to Fund 401 (Solid Waste Enterprise Fund), Cost Center 4210 (Refuse Disposal), Account #56400 (Machinery & Equipment) for the purchase of a Landfill Compactor and a used VOLVO Water Tank.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-059**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-90

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-059 TO THE SOLID WASTE 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 Solid Waste Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-059 is hereby approved and authorized to appropriate additional fund balance forward in the amount of $1,183,328.00, for the purchase of a Landfill Compactor and a used VOLVO Water Tank to replace aging equipment.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of March, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

REQUEST TO PURCHASE USED EQUIPMENT OR FROM AUCTION

To: Purchasing Manager

From: 4210 - Solid Waste
Department / Division Name

Date: 3/15/22

A written request is being made to exercise the oprion to purchase from:

[X] used equipment

[ ] from auction (new or used)

Item For Consideration:

2018 Volvo A25G Articulating truck cab & chassis: Serial No. 742241

Justification:

The FDEP landfill operating permit and landfill operation plan requires redundancy in equipment. A articulating truck cab and chassis is needed to have a water tank installed on to create a water truck that is similar to the landfill's existing Water truck (LF 310) to serve as a back up during fires at the landfill.

For all requests:

[X] Approved [ ] Denied

Christine Davis — Purchasing Manager — 3-8-22 Date

For all requests over $50,000.00:

[✓] Approved [ ] Denied

Ray Wood — County Administrator — 3/8/22 Date

For all requests over $250,000.00:

[ ] Approved [ ] Denied

Chairman of the Board — Date

ALTA EQUIPMENT COMPANY

Quote

Alta Construction Equipment Florida

DATE: MARCH 8, 2022

9601 Boggy Creek Road Orlando, FL 32824
Phone 813-391-8159
kevin.gray@altg.com

Highlands County Solid Waste
12700 Arbuckle Creek Road
Sebring, FL 33870

QUANTITY	DESCRIPTION	BALANCE	AMOUNT
1	Used 2018 Volvo A25G S/N# 742241 with New 6,000 Gallon Water Tank Machine has 3,167 hours. 6000 Gallon Tidal Wave Tank LED Work Lights LED Flood Lights Sales price includes delivery to Highlands County Solid Waste		$281,000 $79,000 $1,500 $3,800
			Total: $365,300

ALTA CONSTRUCTION EQUIPMENT FLORIDA QUOTE
Salesman: Kevin Gray
Phone: 813-391-8159
Email: kevin.gray@altg.com
Quote is good for 30 days

ATTACHMENT B

Diefendorf Jr, Robert A.

From: Kevin Gray <kevin.gray@altg.com>
Sent: Thursday, January 13, 2022 12:48 PM
To: Diefendorf Jr, Robert A.
Subject: Volvo A25G Water Wagon Revised Specs

[**CAUTION:** External Message*]

Here are the revised specs. No change in price. Thank you.
1. Tank is fabricated with ¼" carbon steel shell plates and 3/8" bottom plate.
2. Full length and height interlocking baffles and bulkheads using ¼" plate. Front and rear bulkhead with reinforced 1/4" plate, 100% welded with sure-flow design for optimum surge performance.
3. 3" schedule 40 pipe spray bars and fill line.
4. 28" manway on top of tank with lid.
5. Level sight gauge in the front of tank.
6. Access ladder mounted on the front of tank.
7. 1-1/4" schedule 80 seamless pipe for the hydraulics, run through the tank for cooling of the oil.
8. Water pump is a B3ZRM with 1-1/4" splined shaft, (4x3) driven with a Permco hydraulic motor.
9. Front mounted Parker hydraulic block with relief valve, factory set at 2800 PSI.
10. One-way check valve installed in hydraulic lines at rear of tank.
11. Three spray heads on rear air operated with in-cab controls.
12. Two air operated water monitors with brass nozzles on the left and right front with in-cab controls.
13. A rear mounted hose reel with 1" x 50' hose and nozzle for washdown.
14. Rear mounted LED Lights with Stop, Turn, Brake and Running Lights.
15. Interior of tank is painted with Marine grade epoxy.
16. Exterior of tank is sand blasted and painted with 2 coats of acrylic enamel.
17. One-year warranty on craftsmanship of tank and OEM warranty on the components.
18. Operator / Parts manual for ordering replacement parts in the future.

ALTA EQUIPMENT COMPANY
UPTIME MATTERS

KEVIN GRAY
GOVERNMENTAL & WASTE SEGMENT MANAGER
8418 Palm River Rd
Tampa,FL33619
Mobile: 813-391-8159
kevin.gray@altg.com
www.altg.com

"Fostering Customers for Life"

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

ATTACHMENT C

Matt Reed
Governmental Sales Manager
Dobbs Equipment LLC
4618 Scarborough Drive
Lutz, FL 33559
Phone (813) 995-0841 **Cell** (813) 431-8584

Matt.reed@dobbsequipment.com
www.dobbsequipment.com

Florida Sheriff's Association

Florida Association of Counties

Contract FSA20-EQU18.0

Spec #36

January 12, 2022

Billy

Highlands County Solid Waste

Dobbs Equipment is pleased to quote you the following equipment:

One new **John Deere 260E Articulated Dump Truck** in accordance with contract specifications:

Sales Price	**$347,044.00**
Up Grade to John Deere 260E Water Tanker 5000 Gal	**72,610.00**

Equipment on Contract Model

260E Articulated Truck

1400CC Battery

Standard Fan Drive

No Dump Body

Manual Adjustable Mirrors

Heated Operator Seat

Radio

15 Amp Converter

23.5R25 Radial Tires

No Tire Pressure Monitor

No On Board Weight Scale

Rear Windshield Wiper

5,000 Gal. Dolphin Water Tank

5 Dolphin Hydraulic Power Spray Heads

Fire Pro Hydraulic Water Cannon

Realcraft ¾ X 50' Washdown hose with reel

Work Light on Rear of Tank

Water Level Indicator

Stated options

Hydraulic reversing fan		**1,147.00**
HVAC Pre Cleaner		**398.00**

Non Stated options

24 Volt Water canon with its own control box in cab	**8,000.00**	
20% Discount	**-1,600.00**	
	6,400.00	**6,400.00**
Extended Warranty 7 year/ 1000 Hour PT+H		**6,000.00**
Delivered Sales Price to Highlands County		**$433,599.00**

Other stated options available

Quick Service Bank for fluids 402.00

LED front Cab Lights 1246.00

Axle Coolers 5,676.00

Seat Belt warning Beacon 541.00

Remote adjustable mirrors w/ heat 716.00

ITEM	DESCRIPTION
5,000 Artic Water ...	
AT-5 Hydraulic	New Dolphin Hydraulic 5,000 gallon tank mounted on an JD 260E Series II provided by your company
1/4" Structure and...	1/4" Structure and Baffles
A36 Mild Steel	Tank to be constructed of A36 Mild Steel
5 - Hydraulic Pow...	5 - Dolphin Hydraulic Power Spray Heads
X19-07BJ1-HEHE...	Muncie Hydraulic Motor Straight/Keyed Shaft
Berkeley B61050	B4JRMBHS CW 5X4 Water Pump, 1,500 GPM
Fire Pro Hydraulic...	Fire Pro hydraulic operated water cannon
CoxReels 1185-1...	Coxreels 1-1/2" X 50' Hose reel
Back-Up Lights	Stop & Turn signal lights on rear of tank (wiring Pigtail to be provided by customer)
Control Box - Hyd...	Control Box In-Cab for spray head controls and joystick for cannon
Epoxy Coating	Dupont Colar 2.1 ST epoxy coating on inside of tank, or equivalent
Water Level	TankVision water level indicator
Hydraulic Valve	Hydraulic Diverter Valve, with flow controls
P, P, D	Tank primed, painted, and decaled

HUMDINGER EQUIPMENT™
DESIGNED TO IMPROVE YOUR BOTTOM LINE

3202 CLOVIS ROAD • LUBBOCK, TX 79415
OFFICE: 806-771-9944 • TOLL FREE: 888-999-4909

February 11, 2022

TANA LANDFILL COMPACTOR BENEFITS

SAFETY BENEFITS

- **High Visibility** Operators Cab
- **Ergonomic Cab** Design reduces operator fatigue
- **Easy Safe access** to engine compartment
- Reduced voids, cave-ins, landslides, in compacted working face
- Smooth flattened surface requires **Less Cover Soil**
- Reduced risk of fire
- Minimize airborne debris and odors
- Reduced damage to vehicles working on tipping area

MACHINE DESIGN BENEFITS

- Eliminates Wire Wrap and associated down time.
- No Belly Pan Clean Out
- Drum Cleaner Bars Front and Rear of each drum, Constant Cleaning
- Cummins Engine with Rexroth Pumps and Parker Hydraulics
- Walk-around platform engine access butterfly hood cowlings

ECONOMIC BENEFITS

- Improved profits through increased revenues and reduced expenses, increased compaction density
- Extends the life of the Landfill
- Improves all vehicle cycle time in and around the tipping area
- 9.5 gallons per hour Fuel Economy vs Bomag @16gallons per hour
- Onsite consignment of 20’ Shipping Container with fastest moving parts
- Certified Training for mechanics and Operators
- 3 year 5000 hour warranty No Travel Time or Mileage charges
- Tana Trade-in values based upon Total Maintenance & Repair Programs

EARTH MOVING • WASTE MGT • RECYCLING

NATIONAL EQUIPMENT DEALERS, LLC.

3401 Oleander Dr
Ft Pierce, Florida 34982

2022 TANA Shark E380 Landfill Compactor

TO: Highlands County Board of Co Commissioners
505 S.Commerce Dr
Sebring, Florida 33870-3869
ATTN: Mr. William Markham
FAX: Mr Robert Diefendorf Jr.
PHONE:

DATE: 3/04/2022
MUNICIPAL P/O #:
P/O DATE:
EST DELIVERY DATE: 30 Days ARO

Thank you for your interest in our TANA Solid Waste Equipment
This quotation lists the machine and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION		PRICE
	1	**TANA E380 Landfill Compactor**		**$794,770.00**
		84,000 Lb Landfill Compactor		
		Cummins QSX15 Tier IV Final Engine - 450 HP		
		Straight Blade - 177" Wide		
		Hydrostatic Bosch Rexroth Transmission		
		Crushing Force - 41,815 Lbs		
		Crushing Cleats - 190		
		Wire Cutters - 8 (front and rear of each drum end)		
		Heated Mirrors, Side Lights, Fire Extinguisher		
		3 Year / 5000 Hour Standard Warranty - No Deductible, No Travel, No Mileage		
		Includes 1 Year of ProTrack Online Access, Monitoring, and Reporting		
		3 Years Additional Protrack Access	**ADD:**	**$3,120.00**
Option:		Semi U Blade	**ADD:**	**$5,188.00**
		No Deductible - No Travel Time - No Mileage		**Included**
Freight / PDI / Install:				**Included**
TOTAL CASH PRICE:		Based off Florida Sheriff's Cooperative Purchasing Program Contract #FSA20-EQU18.0		**$803,078.00**

FOB: Sebring, Florida

SENT BY: Lee Lassiter
Governmental / Solid Waste Specialist
National Equipment Dealers, LLC

DATE: **3/4/2022**

QUOTE GOOD THROUGH: **4/25/2022**

SPECIAL NOTES:

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.

Description	Allowance
	-
	-
1. Trade Allowance	-
2. Other (Specify)	-
2a.	-
3. Cash Down Payment with Order	-
4. Total Cash and Other Down Payment	-
5. Total Down Payment	-

I agree to pay all taxes and other charges and settle for the purchase price as follows:

1. Total Cash Price	-
2. Trade Allowance / Down	-
3. Unpaid Cash Paym	-
4. Sales Tax N/A	-
5. DOC fees or Charg	-
6. Total Taxes and Fe	-
7. Cash Due on Deliv	-

In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full

1. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale

2. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.

3. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.

4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided to Seller by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties, **including the implied warranties of merchantability and fitness for particular purpose**. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment,

5. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.

6. Notice is hereby given that National Equipment Dealers, LLC dba MAY-RHI, LLC has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.

7. Buyer acknowledges receipt of a Seller's standard Terms and Conditions of Sale. Seller's standard Terms and Conditions of Sale are incorporated into this document by reference. This document, including Seller's standard Terms and Conditions of Sale, constitutes the entire contract between the parties and no other verbal or written agreement exists. Seller makes no other representation or warranty apart from that contained herein. To the extent of any conflict between this document and Seller's standard Terms and Conditions of Sale, the conflict shall be resolved by giving Seller the greatest rights, and least responsibilities, reasonably inferable and legally possible.

Order Taken By: _____ Purchaser Name: _____

HUMDINGER EQUIPMENT, LTD.
HIGHLAND COUNTY FLORIDA
FSA

Contract pricing per Florida Sheriff's Association		
CATEGORY		
Tana E380 ECO Landfill Base Compactor Price	$	770,246
Tana Central Lube System	$	-
Traction Control	$	-
Towing Anchors	$	-
Centri Pre Cleaner	$	-
Standard Backup Camera	$	-
Consigned Container and Parts	$	-
Heated Mirrors	$	1,035
Working Lights - on side	$	624
Fire Extinguisher	$	390
Protrack Access and Reports - 4 Additional Years	$	3,120
Semi U Blade	$	5,188
NED Service Fee		
Change 2020 FSA contract warranty to the 2021 3 Year / 5,000 Hour Warranty	$	38,742
Discount - 3 Year / 5,000 Warranty	$	(25,987)
Equipment Availability Fee	$	9,720
SUB TOTAL BID SPECIFICATION PRICING	$	803,078

E380 TANA LANDFILL COMPACTOR BUILD SHEET

ORDERS PROCESSED THROUGH THE FSA CONTRACT FSA20-EQU18.0 BY HUMDINGER EQUIPMENT OR APPROVED DEALER
CONTRACT ITEM #23: TANA E380 LANDFILL COMPACTOR

PRODUCT ITEM TO ORDER	ORDER (Place an "X")	QTY	LIST PRICE	DISCOUNT %	NET PRICE	NET PRICE X QTY
E380 Tana Landfill Compactor Base Machine			$ 1,006,858	23.50%	$ 770,246	$ -
Traction Control			$ -	20.00%	$ -	$ -
Electric Engine & Hydraulic Heater			$ 3,315	20.00%	$ 2,652	$ -
Heated Mirrors			$ 1,294	20.00%	$ 1,035	$ -
Two Front & Two Rear Towing Anchors			$ -	20.00%	$ -	$ -
Pre-cleaner			$ -	20.00%	$ -	$ -
Color Backup Camera			$ -	20.00%	$ -	$ -
Rear Access Ladder			$ -	20.00%	$ -	$ -
Higher Lifing Capacity Blade Cylinders - Tarpomatic			$ 12,145	20.00%	$ 9,716	$ -
Semi-U Blade Upgrade			$ 6,484	20.00%	$ 5,188	$ -
Fire Extinguisher			$ 488	20.00%	$ 390	$ -
Fire Suppression System			$ 25,350	20.00%	$ 20,280	$ -
Webasto Pre-heater			$ 11,700	20.00%	$ 9,360	$ -
*Heavy-duty rail system - "A" Version			$ 31,367	20.00%	$ 25,094	$ -
*Heavy-duty rail system - "B" Version			$ 24,483	20.00%	$ 19,586	$ -
Side Lights			$ 780	20.00%	$ 624	$ -
**Upgraded LED Light Package			$ 3,198	20.00%	$ 2,558	$ -
**Heavy-Duty Seat (420 lb capacity) - TX11561			$ 6,410	20.00%	$ 5,128	$ -
GPS System			$ 51,994	20.00%	$ 41,595	$ -
GPS Daily Install Rate (Per Day)			$ 2,145	20.00%	$ 1,716	$ -
GPS Annual Command Software Fee (Per Year)			$ 3,900	20.00%	$ 3,120	$ -
GPS Base Station			$ 18,200	20.00%	$ 14,560	$ -

Optional equpment - specify -- Discount option of 15% off Tana North America's current published list price will be applied to all non-specified factory options, on base units and any optional models.

E380 TANA LANDFILL COMPACTOR OPTIONS

ORDERS PROCESSED THROUGH THE FSA CONTRACT FSA20-EQU18.0 BY HUMDINGER EQUIPMENT OR APPROVED DEALER
CONTRACT ITEM #23: TANA E380 LANDFILL COMPACTOR

PRODUCT ITEM TO ORDER	ORDER (Place an "X")	QTY	LIST PRICE	DISCOUNT %	NET PRICE	NET PRICE X QTY
E520 Base Upgrade - 2021			$ 306,577	23.50%	$ 234,531	$ -
E520 Certified Factory Rebuild Upgrade-2021			$ 112,411	23.50%	$ 85,994	$ -
E450 Base Upgrade-2021			$ 190,760	23.50%	$ 145,932	$ -
E380 Certified Factory Rebuild Upgrade-2021			$ 148,179	23.50%	$ 113,357	$ -
E320 Base Downgrade-2021			$ (110,035)	23.50%	$ (84,177)	$ -
E260 Base Upgrade-2021			$ (293,080)	23.50%	$ (224,206)	$ -
E520 - H Series Option Package-2021			$ 51,777	23.50%	$ 39,609	$ -
E450 - H Series Option Package-2021			$ 47,145	23.50%	$ 36,066	$ -
E380 - H Series Option Package-2021			$ 39,515	23.50%	$ 30,229	$ -
E320 - H Series Option Package-2021			$ 35,113	23.50%	$ 26,861	$ -
E260 - H Series Option Package-2021			$ 27,792	23.50%	$ 21,261	$ -
Electric Engine & Hydraulic Heater - 2021			$ 3,315	20.00%	$ 2,652	$ -
Heated Mirrors - 2021			$ 1,294	20.00%	$ 1,035	$ -
Higher Lifing Capacity Blade Cylinders - Tarpomatic - 2021			$ 12,145	20.00%	$ 9,716	$ -
Semi-U Blade Upgrade - 2021			$ 6,484	20.00%	$ 5,188	$ -
Fire Extinguisher - 2021			$ 488	20.00%	$ 390	$ -
Fire Suppression System - 2021			$ 25,350	20.00%	$ 20,280	$ -
Webasto Pre-heater - 2021			$ 11,700	20.00%	$ 9,360	$ -
*Heavy-duty rail system - "A" Version - 2021			$ 31,367	20.00%	$ 25,094	$ -
*Heavy-duty rail system - "B" Version - 2021			$ 24,483	20.00%	$ 19,586	$ -
Side Lights - 2021			$ 780	20.00%	$ 624	$ -
**Upgraded LED Light Package - 2021			$ 3,198	20.00%	$ 2,558	$ -
**Heavy-Duty Seat (420 lb capacity) - TX11561 - 2021			$ 6,410	20.00%	$ 5,128	$ -
GPS System - 2021			$ 51,994	20.00%	$ 41,595	$ -
GPS Daily Install Rate (Per Day) - 2021			$ 2,145	20.00%	$ 1,716	$ -
GPS Annual Command Software Fee (Per Year) - 2021			$ 3,900	20.00%	$ 3,120	$ -
GPS Base Station - 2021			$ 18,200	20.00%	$ 14,560	$ -
2,000 Hours Preventative Maintenance Kits - 2021			$ 21,649	20.00%	$ 17,319	$ -
On-site parts container with consigned parts - 2021			$ -	20.00%	$ -	$ -
Annual ProTrack Access with Reporting (Per Year) - 2021			$ 1,300	20.00%	$ 1,040	$ -
Total Maintenance & Repair Contract - Hourly Rate - 2021			$ 27.89	20.00%	$ 22	$ -
Extended Warranty Plan - Please call for quote	CALL FOR QUOTE					

Optional equpment - specify -- Discount option of 15% off Tana North America's current published list price will be applied to all non-specified factory options, on base units and any optional models.

ATTACHMENT F

Mid State Fire Equipment Inc. 297 Washington Blvd. NE Lake Placid, FL 33852
Voice Number 863-465-2569
Fax Number 863-465-2536

Proposal/Contract

Date: 11/19/21

Submitted To: Billy Markham

Job Name: Highlands County Landfill
Fire Suppression
New System on New Equipment

We hereby submit specifications and/or estimates for the above job.

1 Amerex vehcile system installation
- 2- 50lb ABC Dry Chemical Cylinders
- 1- 4 Gallon Ice Liquid Cylinder
- Complete Detection, actuation and chemical supply lines to all piping network nozzles.
- Electric/pnematic control head with manual actuator in the cab and at ground level.
- All Installation labor

$14,950.00

NOTE: This quote is for the installation on a new compactor, Bomag or Cat. If accepted please issue PO as early as possible so that we can get product in our warehouse for this install.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment made as follows: ***Net 30*** dollars (**$14,950.00**)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: WDJ1-24-2022WDJ
William D. Johnson

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name:

Date of Acceptance:

Signature:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of March 8, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG 2.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR- Under review
3	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
4	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
5	Priority 7	Jonathan Harris	W. County Line Rd. Agreement	SS-FINISHED
6	Priority 4	Ric Fleeger	Girl Scout Property Deed with Reverter Easement	MR-Need more info
7	Priority 4	Laurie Hurner	UF Highlands Faculty Staff MOU	Assigned/SS
8	Priority 8	BOCC	IMWID Letters/Easements	SS-Waiting on replies
9	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	Assigned/MR
10	Priority 4	Thomas Haralson	Sketchup Pro License Agreement	MR-Need more info
11	Priority 4	Casey Hartt	(2) TDC Grant Contract Change Order/Amendments- GFNY & AJGA.	MR- AJGA FINISHED. GFNY-Need more info
12	Priority 4	Thomas Haralson	SketchUp Pro User License Agreement	Assigned/MR
13	Priority 4	Legal	Facilities Use Agreements- Review and Revisions on all forms from all departments	SS- In review
14	Priority 4	Vikki Brown	Library Week 2022 Proclamation	MR-FINISHED
15	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review
16	Priority 4	Randy Vosburg	Heartland Regional Resiliency Coalition	MR- Under review
17	Priority 4	Jonathan Harris	FWC Contract 21146	SS- FINISHED
18	Priority 4	Tanya Cannady	Public Notices/ Letters	SS

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of March 1, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 03.15.2022.pdf
Status - Project Updates (FINAL) 03.15.2022.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statute, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring. Which has started and should finish by early summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by summer 2022.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Negotiating locations with Avon Park and Sebring; awaiting interlocal agreement with Lake Placid for collection center sites.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Working with consultant for dewatering portion	Bid Project	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	Ongoing
9	Engineering	19016 Sun N Lake Sidewalk -LAP project		Approval of BID documents	Ongoing
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Applied for Enterprise Florida infrastructure grant for strategic site development. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. A RFI was issued and 2 responses received. The RFP will be issued shortly. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds so the county will not be liable to repay the $4.5M	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Received animal shelter design from architect. Still pending site design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Mar 15, 2022

PRESENTER:	**Randy Vosburg, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**FY22/23 Preliminary Budget Outlook - General Fund**

STATEMENT OF ISSUE

As we approach the FY 22/23 budget season, Administration felt it was important to give the Commissioners a brief update on the General Fund with the FY 20/21 ACFR completed.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

No Fiscal Impact

Attachments: Preliminary Budget Outlook_3-16-21.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS

PRELIMINARY BUDGET OUTLOOK FY 22/23

MARCH 15, 2022

GENERAL FUND - FUND BALANCE

September 30, 2021 Annual Comprehensive Financial Report	
Unassigned Fund Balance (DRAFT)	$ 25,909,864
Fund Balance Appropriated in FY21/22 Adopted Budget	(1,696,689)
Remaining Unassigned Fund Balance not in Budget	$ 24,213,175
Fd Balance Appropriated in FY21/22 Adopted Budget	$ 1,696,689
Estimated Fund Balance to be Used (+/-) in FY21/22	0
Estimated Unused Fd Balance in FY 21/22	$ 1,696,689
Remaining Unassigned Fund Balance not in Budget	$ 24,213,175
Available Fund Balance for FY22/23	$ 25,909,864

FUND BALANCE POLICY

Available Fund Balance for FY21/22 (cont.)	$ 25,909,864
Potential Extraordinary Revenues in FY21/22:	
- Land Sales YTD (over budget)	1,079,000
- COVID Project (to be reimbursed yet)	632,000
Fund Balance budgeted in FY 21/22	(1,696,689)
Remaining Unassigned Fund Balance Available	$ 25,924,175
General Fund Budget FY 21/22	$ 77,000,685
100% Grant Programs	(1,936,964)
Capital Items	(294,439)
Transfers to Other Funds	(1,335,704)
Reserve for Contingency	(481,500)
Total General Fund Balance Per Policy	$ 72,952,078
One Month Expenditures	$ 6,079,340
Number of Months of Available Fund Balance	4.26 Months

AD VALOREM NOTES

- **FY 21/22 Estimated Ad Valorem Collections $ 46,088,445**
- **FY 22/23 Estimated Increase (1%) $ 460,885**
- **Remaining Ad Valorem Millage – 1.45 Mills $ 7,816,168**
  - **(based on FY 21/22 Values)**

TAX RELIEF MENU
(based on FY 21/22 Property Values)

- **Reduce Collection Assumption 0.05%** (from 96.5% to 96%) **($ 241,500)**
  - FY 23/24 reduce to 95.5%
  - FY 24/25 reduce to 95.0%
- **Tax Relief of 0.10 Mils** (from 8.55 to 8.45) **($ 540,000)**
- **Tax Relief of 0.175 Mils** (from 8.55 to 8.375) **($ 945,000)**
- **Tax Relief to Roll Back Rate** (8.2982 mils for FY 21/22) **($ 1,406,500)**
- **Long-Term Goal: Tax relief / increase gap to 10.00 mils – goal of 8.00 mils**

CONCERNS ON THE HORIZON

1. Minimum Wage / Labor Issues

2. Fuel Costs
   - FY 21/22 – budgeted $2.50/gal.
   - FY 22/23 – budgeting $3.50/gal. (proposed)

3. Inflationary Pressures
   - CPI increase from 1.60% to 3.50% (118.75% increase)

4. Health Insurance Reserves

5. Property / Liability / W/C Insurance Premium increases

WHAT IS NEXT?

1. **Revenues… Ad Valorem expectations** (preliminary estimated values by 5/31 from Property Appraiser)
2. **Statistical data collection** (OMB-ongoing)
3. **Budget Submittals – due 4/1/22 from Depts.**
4. **Dept. Budget Review with Admin/OMB – 5/2 - 5/13**
5. **Workshops – July/August**
6. **Budget Adoption – 9/8/22 & 9/20/22**

DISCUSSION

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

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

SUBJECT/TITLE: **Special Event Grant Contracts between Highlands County and Airstream Ventures, Heartland Triathlon, and American Junior Golf Association.**

STATEMENT OF ISSUE

Attached for informational purposes are the Special Event Grant Contracts between Highlands County and Airstream Ventures, Heartland Triathlon and American Junior Golf Association that was previously approved on March 1, 2022 to include the Exhibit "A" (Grant Application) within each Special Event Grant Contract.

RECOMMENDED ACTION

None. This item is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments:
Airstream Ventures, LLC - ACL Cornhole Championship FYI.pdf
American Cornhole League Grant Application.pdf
Airstream Ventures, LLC - Bono Bilt Youth Wrestling FYI.pdf
Bonobilt Grant Application.pdf
Airstream Ventures, LLC - The High School Lacrosse tournament FYI.pdf
Heartland Tri - Grant Application.pdf
Heartland Triathlon FYI.pdf
Minor League Golf LLC - Citrus Golf Trail FYI.pdf
Citrus Golf Trail Grant Application.pdf
Minor League Golf LLC - Visit Sebring Classic FYI.pdf
Visit Sebring Grant Application.pdf
01.28.22 Draft TDC Minutes.docx

9F

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Special Event Grant contract for American Cornhole League: Cornhole Championship with Airstream Ventures, LLC as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC in the amount up to $24,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 for The American Cornhole League: Cornhole Championship to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for American Cornhole League: Cornhole Championship with Airstream Ventures, LLC as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $24,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Marketing and Promotion) which the amount of $24,500 has been included in the FY 21/22 Adopted Budget.

Attachments: ACL Cornhole Grant .CB.SGS_Signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD, #101, JACKSONVILLE, FL 32217
EIN 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 September 5, 2024.

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-Four Thousand Five Hundred Dollars ($24,500) in 2022; Twenty Thousand ($20,000) in 2023; and Twenty Thousand ($20,000) in 2024, for ACL Cornhole Championship, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final

resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March 2022.

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: 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 Airstream Ventures, LLC., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of February, 2022.

(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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy D. Rapp
Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

J Kasz
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: 2022: $20,000 (grant) + $4,500 (225 verified room nights) = $24,500
2023: $10,000 (grant) + $10,000 (500 verified room nights) = $20,000
2024: $10,000 (grant) + $10,000 (500 verified room nights) = $20,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: American Cornhole League Championship
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: Rob Chismark
   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: 2022: $24,500 - 2023: $20,000 - 2024: $ 20,000

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: American Cornhole League Championship
2. Type of event: Sports/Tournament
3. Dates of Event: May 13-15, 2022
4. Location of Event: South Florida State College
5. Number of days: 3 Hours: 30+
6. Projected number of out of town participants:
   Out of state: 100
   In-state: 300

7. Projected number of attendees per day: 550

8. Projected number of media, staff, officials:
   Out of state: 5
   In-state: 10

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) $10

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.) 2022: 225 2023: 500 2024: 500

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 80% to be from outside the county based on data from prior events. 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: American Cornhole League State Championship
Date: February 26-28, 2021
Location: Jacksonville Ice & Sportsplex
Total Room Nights: 400
Contact Name/Phone: Rob Chismark
Funding amount awarded: $20,000
Economic Impact (If available): $50,000

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	$24,500
TOTAL INCOME ALL SOURCES	$32,500

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	
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Venue Rentals	$12,500
Officials	$4,000
Marketing (paid social)	$2,000
Equipment Rentals	$4,000
Facebook Live Stream	$2,000
TOTAL TDC EXPENSES	**$24,5000**

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: May 13-15, 2022
Date of Application: January 10, 2022

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 July 14, 2022 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by January 26, 2022. (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:* 1/10/2022 _____

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.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the 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: Airstream Ventures, LLC

Date: 1/10/2022

By: _____
(Signature)

Its:

(Title)
State: Florida County: Duval

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

Witness my hand and seal (date) 1/10/22

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

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

SMART Objective Worksheet

Draft Goal:

_____

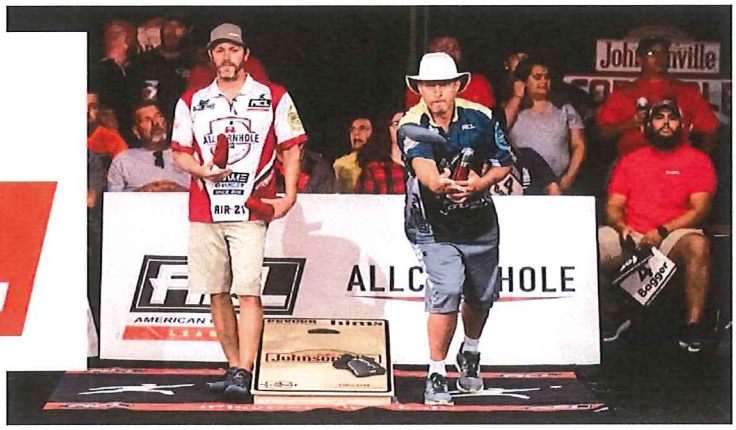
_____

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • 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 and livestream components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers utilizing the room certification as well as the Str report to verify
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	ACL does a great job of marketing to their desired demographic and creating a local buzz around the event. With support from the local government and tourist development council, we can spread awareness and grow this event into yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebring's vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective?	4 months

American Cornhole Championship Budget
Sebring, FL

Revenue		
Ticket Revenue	$	6,000.00
Concessions	$	2,000.00
TDC Grant	$	20,000.00
Room Rebate	$	4,500.00
TOTAL REVENUE	**$**	**32,500.00**
Expenses		
Venue Rental	$	12,500.00
Officials	$	4,000.00
Marketing	$	2,000.00
Equipment Rentals	$	4,000.00
Facebook Live Stream	$	2,000.00
Concession Stock	$	1,000.00
Apparel	$	1,500.00
Insurance	$	1,000.00
Travel	$	2,200.00
Staffing	$	2,000.00
Signage	$	1,200.00
TOTAL EXPENSES	**$**	**33,400.00**
NET	**$**	**(900.00)**

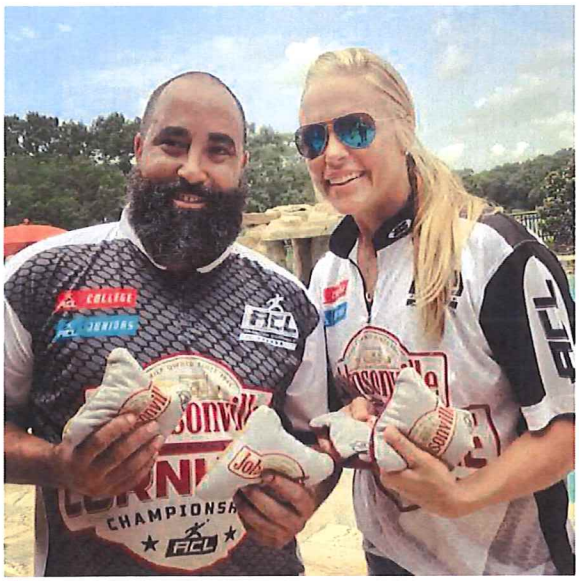
American Cornhole League Southeast Conference



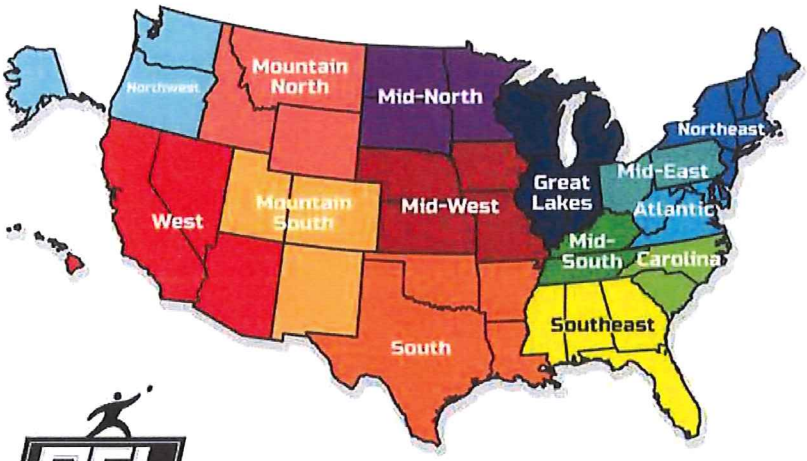
The ACL promotes and develops cornhole as a sport for any age and any skill level. The organization establishes the rules and regulations to govern the sport around theworld. ***Anyone Can Play and Anyone Can Win.***

The ACL consists of 15 conferences across the country with players in each looking tofinish top 16 in their conference. The Top 16 will qualify for the Conference Crew Championship.

There is a series of events each year that will be held across the Southeast Conference – from local qualifiers, to regionals, conference championships, and openevents.



American Cornhole League - Conference Map



Business Plan:

For the Cornhole Championship our team will utilize our extensive experience in executing championships of similar scope, as well as our network in the cornhole industry 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 utilizing national best practice

How Cornhole will INCREASE out-of-county Visitors to Highlands

American Cornhole League brings an exciting event to your destination, marketing your area to the cornhole competitors and your community. The participants thatwill be coming to your area average income is more than $100,000 annually, withparticipants starting as young as 18 and going up to over 50 senior division.

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

Last year's State Championship brought 700 competitors from 33 states.

Marketing Plan:

- A first-class cornhole tournament experience that drives people to yourdestination
    - Average 300 competitors with more than 500 visitors, producing 400 room nights
- Marketing of your destination to cornhole participants and enthusiasts
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
    - :30 ad video commercial spots in the live broadcast of the event through YouTube/Facebook or ESPN
        - *Average broadcast is 25,000 views online, with potential for100,000 views depending on participants*
- 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 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?

   _____

1859 East Adams Street
Jacksonville, FL 32202

Airstream Ventures, LLC

Officers

Chief Executive Officer

Alan Verlander

alan@airstreamventures.com

(904)412-6070

Senior Director of Administration and Partnerships

Kenedy Talley Grayson

kenedy@airstreamventures.com

(904)568-0495

Director of Operations

Shane Mularkey

shane@airstreamventures.com

(716)604-5726

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

Requester's name and address (optional)

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

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.*

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Special Event Grant contract for Bono Bilt Youth Wrestling with Airstream Ventures, LLC as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC in the amount up to $20,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 for The Bono Bilt Youth Wrestling to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for Bono Bilt Youth Wrestling with Airstream Ventures, LLC as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $20,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Marketing and Promotions) which the amount of $20,500 for FY22 is included in the FY 21/22 Adopted Budget.

Attachments: Bono Bilt Grant Contract.CB.SGS_Signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD, #101, JACKSONVILLE, FL 32217
EIN 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 September 17, 2023.

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 Thousand Five Hundred Dollars ($20,500) in 2022; and Twenty Thousand ($20,000) in 2023 for Bono Bilt Youth Wrestling, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this

Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March 2022.

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: 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 Airstream Ventures, LLC., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of February, 2022.

(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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy D. Rapp
Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

J Kass
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY TDC
SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $20,000

General Information

Name of Applicant: BonoBilt
Name of Event: Sunshine State Showdown
Contact person: Alan Verlander (Airstream Ventures)
Contact person e-mail: alan@airstreamventures.com
Complete address of Applicant: 1859 East Adams Street.; Jacksonville, FL 32202
Cell phone: 904-412-6070

Applicant's Chief Official/Tournament Director: Ernie Bono
Title: BonoBilt Director
Cell phone: 904-312-4043
Email: BonoBilt@gmail.com

Has Event ever received funding from the TDC? Yes

Amount Applicant is requesting for the Event/Project: $ 20,000

Intended use of funds: Rental fees, event expenses, marketing

Details about the Applicants

Airstream Ventures is a destination sports & marketing company that serves as the sports commission for several destinations, as well as with event rights holders on finding locations for their events. Opening in 2018, the team at Airstream Ventures has more than 40 years of experience in recruiting, hosting, and creating sports and entertainments that deliver an economic impact and lasting marketing opportunities.

Launched in January of 2021, BonoBilt is bringing a new spin to the wrestling world with a package of events, training, mentoring, and promotion. Co-founded by Ernie and Chris Bono, BonoBilt is designed

platform to showcase their talents.

Schedule of the Event

Friday

8 a.m. – 3 p.m.	Setup day with mats, score tables, and official's room
6 p.m. – 7:30 p.m.	Pre-tournament weigh in
7:30 p.m.	BonoBilt youth clinic for Rokfin members only

Saturday

8 a.m.	Registration and weigh in opens
10 a.m.	Tournaments begin in each age/weight class
4 p.m.	First day of competition is complete

Sunday

8 a.m.	Bracket play begins for all divisions
2 p.m.	Completion of championship play

Event Specific Information

Event/Project name: Sunshine State Showdown
Type of event or project: Youth wrestling
Dates of Event: June 17-19, 2022; TBD in 2023
Location of Event: South Florida State College

Number of days: 2 Hours: 8 on Saturday, 6 on Sunday

Participant Information

Projected number of out-of-town participants: 350	Out of state: 150	In-state: 200
Projected number of spectators per day: 1,200	Out of state: 250	In-state: 950
Projected number of media, staff, officials: 10	Out of state: 0	In-state: 10

Is this an elimination tournament? No

What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? 500

Provide the previous year's event information, (if applicable): May 17-19, 2021

Revenue	Number	Final
Entry Fee (300 entries)	$ 25	$ 7,500
TDC grant		$ 20,000
Concessions		$ 1,500
Event gear		$ 1,500
Admission	$10	$ 10,000
Total		**$ 40,500**

Facility Rental	$ 7,500.00
Insurance	$ 1,000.00
Trophies	$ 3,000.00
Officials	$ 5,000.00
Rentals*	$ 7,500.00
Web Broadcast	$ 5,000.00
Staffing	$ 2,500.00
Marketing	$ 2,500.00
Registration Mktg. Platform	$ 2,500.00
	$ 36,500.00

*Rentals include UHaul, wrestling mats, scoreboards, and additional equipment

! TDC reimbursement will cover facility rental, marketing, web broadcast, A/V equipment rental, registration marketing platform, and tournament officials.

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: June 17-19, 2022
Date of Application: Jan. 10, 2022

_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 August 19, 2022 (date 60 days after event ends).

__AV__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by N/A. (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.

__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.

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

__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.

About BonoBilt's Sunshine State Showdown

Event Description

The Sunshine State Showdown is an individual bracket tournament designed to provide instructional opportunities with some of the top coaches in wrestling as well as much match experience as possible.

Target Participant

The event is marketing to parents of youth wrestlers age 5 to 18, with a primary focus on the 5-13 age group. With the growth of wrestling in the state, this event will be one of the premier opportunities for athletes not just in the state but across the country.

Youth Wrestling Market

Youth wrestling has seen an increase in participation over the past five years, including the start of girls wrestling programs at high schools. Most tournaments are local or regional events between wrestling clubs that are focused on team competition. BonoBilt is positioned in the market to deliver an alternative to the traditional model – bring elite coaching opportunities to the participants, increase competition experience, and a broadcast platform that enables friends and family across the world to watch.

Target Markets

With the growth of youth wrestling in the state of Florida, our initial target market is with youth wrestlers across the state. Using their extensive ties in the wrestling world, BonoBilt will then build the connections across the country to bring participants into the event.

Marketing Goals, Objectives, & Tactics

The goal of the marketing program is three-pronged:

1. Promote the event to register for the tournament
2. Promote BonoBilt as a media platform for subscription
3. Promote Sebring as a destination

BonoBilt's marketing plan will be focused on these three components leading up to the event, with an investment in targeted social media promotion as well as inclusion in their own media elements.

Evaluation Metrics

BonoBilt will be measuring the metrics of the marketing campaign through:

- **Top priority:** Number of registrants to the event / Room reservations in Sebring.
- Subscribers to BonoBilt platforms.
- Engagement of the event information and social media postings.

BonoBilt Marketing Plan

Event Announcement

The initial event announcement will have a push through social media, website, email, and media – with a special free video on their BonoBilt media platform. There will be a video on several different platforms with prominent leaders in the wrestling community with their support of the event.

Social Media Campaign

Facebook *Focus: Increase awareness of the event and marketing of the destination and generate registrations*	• Initial announcement graphic that promotes the date and destination with presale opportunity • Event page that will focus on event promotion, unique opportunities around Sebring that weekend, and certain learning opportunities • Regularly scheduled posts to promote the event, elite wrestlers supporting the event, and some highlights of the destination with a focus on registration • Promotional video, including training tips, built to drive engagement.
Twitter *Focus: Driving interest and engagement in real time with posts daily to build relevance*	• Videos with prominent wrestlers showcasing their support of the event and the BonoBilt platform. • Links to the website with promotional graphics to promote registration. • Weekly "Fast Fact" about the destination or the event.
Instagram *Focus: Using imagery to drive engagement and interest in the event*	• Push pictures of legendary wrestlers, current schedule, and the destination to increase awareness and registrations. • Motivational quotes, videos, and training programs with push to see the coaches live at the event.
Website	• High-level content with a special page designed with information on sponsors and the event. • Videos supporting the event through the BonoBilt subscription channel.

Budget

a targeted campaign focusing on youth wrestlers in the Southeast region. There will also be a direct e-mail campaigns to past BonoBilt participants, BonoBilt subscribers, and the BonoBilt mailing list.

Tournament Promotion

While attending other events throughout the year, BonoBilt will also be pushing their events and destinations.

Media Platform Promotion

BonoBilt will be using its own media platform (https://rokfin.com/bonobilt) to promote the event through its regularly scheduled programming. These opportunities will be going out to the primary target audience – youth wrestlers looking for experience and high-level coaching.

Growing the Event in the Future

This is not a one-year commitment for the event. BonoBilt is focused on making this event a regular staple of their tour each year, with it growing the number of participants each year by at least 15 percent. After a successful 2021 event, we are focusing more of our marketing efforts on the local area high schools within 200 miles of Highlands County to increase registration numbers for 2022 and 2023

BonoBilt SMART Objective Worksheet

Draft Goal – Running a first class youth wrestling tournament that enables the participants to compete at a high-level, have access to high-level instruction, and a high-level media platform.

Definition	Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	**Specific** • Creating a premier youth wrestling tournament that builds the sport with instructional and motivational opportunities for the athletes as part of the BonoBilt platform. • The desired result is to have more than 500 youth wrestlers competing over the weekend.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	**Measurable** • Success will be measured in the number of attendees and the number of subscribers to the BonoBilt platforms. • We measure the progress of the event on our registrations, subscriptions, and social media outreach. As we've seen, more than 60% of registrations happen within a week of the event. The social media outreach and metrics will give us a solid look into our potential registrations.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	**Achievable** • Digital marketing, event promotion, event development, and sales. • Venue, event management, wrestling equipment, broadcast equipment, manpower. • Market factors of the schedule of other events across the country. • Yes.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	**Relevant** • Running a large youth wrestling event in Highlands County will bring new visitors to the area for multiple days, introducing them to the area, but also making a direct economic impact on the local businesses.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	**Time-bound** • With BonoBilt working with Airstream Ventures to stage the event, we believe 10 hours per week will have us ready to put on a first class event. • Yes – four months lead time is ideal to launch this event.

Visitor/Attendee Survey

Below is a sampling of survey questions for participants of the 2021 Sunshine State Showdown. All data will be shared within the post-event recap with the Highlands County TDC.

Demographics - Wrestlers

1. Number of children in the event?
    a. Male or Female?
    b. Ages?
2. State in which you reside.

3. How do you stay up to date on youth wrestling?
a. Social Media
b. Print Magazines
c. Websites
d. Podcast
e. BonoBilt channel on Rokfin

4. How many tournaments does your child participate in annually?
a. 1-5
b. 5-8
c. 8 or more

Marketing Effectiveness

5. How did you learn about the Sunshine State Showdown?
a. Social Media
b. Email Marketing Campaign
c. Podcast
d. TV/Radio
f. Referred, if so by who _____

6. What influenced your decision to participate in the event?
a. Location
b. Invited to play
c. Friends playing
d. Price/Value
e. Instructional opportunity

7. How satisfied were you with the 2021 Sunshine State Showdown?
a. Very Satisfied
b. Satisfied
c. Somewhat Satisfied
d. Not Satisfied

Destination Sentiment

8. How far did you travel to Sebring?

9. What hotel did you stay in?

10. How many nights did you stay in the hotel?

11. How satisfied were you with your hotel accommodations?
a. Very Satisfied
b. Satisfied
c. Somewhat Satisfied
d. Not Satisfied

12. What did you enjoy most about Sebring? (Open-ended)

13. When in Florida at a future date would you include Sebring, Highlands County in your travel
plans?
a. Yes
b. No
c. If No, please explain

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: __01/10/2022_____

By: __

(Signature) Its: (Title) State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream ventures (applicant) to me well known or produced identification _____ (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed. Witness my hand and seal (date) My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

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

8G

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

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

SUBJECT/TITLE: **Request approval of Special Event Grant contract for The High School Lacrosse Tournament with Airstream Ventures, LLC as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC in the amount up to $30,000 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 for The High School Lacrosse Tournament to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for The High School Lacrosse Tournament with Airstream Ventures, LLC as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $30,000 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Marketing and Promotions) which the amount of $30,000 in FY22 is included in the FY 21/22 Adopted Budget.

Attachments: lacrosse.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832 BAYMEADOWS ROAD #101, JACKSONVILLE, FL 32217
EIN 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 August 14, 2024.

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 Thirty Thousand Dollars ($30,000) in 2022; Twenty Thousand Dollars ($20,000) in 2023; and Twenty Thousand Dollars ($20,000) in 2024, for The High School Lacrosse Tournament, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final

resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March 2022.

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: 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 Airstream Ventures, LLC., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of February, 2022.

(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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy G. Rapp
Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $___10,000_____

I. General Information

1. Name of Applicant: Heartland Triathlon, Inc.
2. Name of Event: Heartland Triathlon
3. Contact person: Daniel Andrews
4. Contact person e-mail: director@heartlandtri.com
5. Complete address of Applicant: 204 South Ridgewood Dr., Sebring, FL 33870
   Cell phone: 863-381-2650
6. Applicant's Chief Official/Tournament Director: Daniel Andrews
   Title: Race Director
   Address if different from above:
   Cell phone:863-381-2650
   Email: director@heartlandtri.com
7. Has Event ever received funding from the TDC? Yes X No
   >If yes – list years and amounts: 2021 $10,000, 2020 $0, 2019 $0, 2018 $7,500

8. Amount Applicant is requesting for the Event/Project: $ 10,000
9. Intended use of funds: Marketing and Advertising, Promotional Items and MOT/Traffic Safety
   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant (describe your business or organization): Please see attached

III. Schedule of Event/Project: Please see attached

IV. Event/Project Specific Information

1. Event/Project name: Heartland Triathlon
2. Type of event or project: Youth and Adult, Sprint and Olympic Distance Triathlon
3. Dates of Event/Project: June 3-5, 2022
4. Location of Event/Project: City of Sebring Pier Beach
5. Number of days: 3 Hours: 12

6. Projected number of participants, coaches, officials: 900
   Overnight, out of state: 20 Overnight, in-state: 750 Day Trip: 130
7. Projected number of spectators per day: 250
   Overnight, out of state: 10 Overnight, in-state: 150 Day Trip: 90
8. Projected number of media, staff, officials: 50
   Overnight, out of state: 0 Overnight, in-state: 6 Day Trip: 54

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

Address:
Phone:
Email:
Website:

10. Is this an elimination tournament (circle one) Yes or No X

11. Admission Price (if applicable): __$90-$165_____

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to 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.)* **Number of Room Nights: _900_____**

13. How will you verify room nights? __tracking through registration software and hotel verification

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

Previous Event or Project: Heartland Triathlon
Date: June 12-14, 2021
Location: City of Sebring Pier
Total Room Nights: 900
Contact Name/Phone: Daniel Andrews/863-381-2650
Funding amount awarded: $10,000
Economic Impact: priceless

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 working budget	
Visit Sebring/TDC Funding Request	$
TOTAL INCOME ALL SOURCES	$

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 Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Please see attached working budget	

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 Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Please see attached working budget	
See attached budget	
	$
TOTAL EVENT EXPENSES	$

Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Visit Sebring branded swim caps	3,600
MOT Implementation	5,200
Social Media Marketing	1,200
TOTAL TDC EXPENSES	$ 10,000.00

	$
TOTAL EVENT EXPENSES	$

Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
TOTAL TDC EXPENSES	$

Grant Application Checklist

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

Initials

_DA___ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: _June 3-5, 2021_____
Date of Application: _January 3, 2022_____

_DA___ 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 __August 4, 2022_____ (date 60 days after event ends).

_DA___ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by _January 10, 2022_____. (date one week after the application is submitted to and accepted by the Tourism Office)

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

_DA___ An IRS W-9 Form and copy of the Florida Division of Corporations form is included with the application.

_DA___ 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.

_DA___ I understand that funding has not been approved until the Board of County Commissioners (BOCC) approves the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract nor prior to BOCC approval.

_DA___ 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.

_DA___ 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.

_DA___ Reimbursement will only be provided at a rate of $20/verified room night.

_DA___ The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds and based on TDC and BOCC approvals. (page 7)

_DA____ Applicant understands that it is required to submit a **Room Night Verification Form** from each hotel to track the amount of rooms the Event produces in order to receive funding. (page 9)

_DA___ I have reviewed the **Highlands County Special Event Permit Flow Chart** and will proceed with any required county permits. (Contact: Rachel Barry; (863) 402-6638)

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

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

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

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

_DA____ 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).

_DA_____ The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

_DA____ 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.

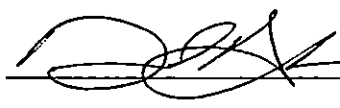
_DA___ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

_DA___ 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.

_DA___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: Daniel Andrews

Title: Race Director *Date:* 1/4/2022

Authorized Agent Signature: 

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the 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: Daniel Andrews

Date: 1/4/22

By: _____
(Signature)

Its:

(Title)
State: Florida County: Highlands

BELEN JUAREZ
MY COMMISSION # GG 985820
EXPIRES: May 10, 2024
Bonded Thru Notary Public Underwriters

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

Witness my hand and seal (date)

My Commission expires (date)

BELEN JUAREZ
MY COMMISSION # GG 985820
EXPIRES: May 10, 2024
Bonded Thru Notary Public Underwriters

Signature of Notary 1/4/22

2022 Budget

Income		
	Athletes	105,000.00
	Sponsors	35,000.00
Total Income		140,000.00
Expenses		
	Awards	6,250.00
	Advertising	10,400.00
	Competitor Shirts	9,500.00
	Competitor SWAG	26,500.00
	Timing/Scoring	6,200.00
	Public Safety	7,500.00
	Ice	2,500.00
	Portolets	3,500.00
	Food	4,050.00
	Sound System	2,400.00
	Fencing	1,650.00
	Life Guards	2,100.00
	Bibs	1,100.00
	Photographer	1,250.00
	Website	1,500.00
	Volunteer Contributions	10,500.00
	HC Event Permit	100.00
	HC Sheriff	10,575.00
	HC Traffic Safety	4,559.00
	HC EMS	950.00
	Sebring Fire	4,340.00
	Sebring Public Works	3,332.00
	Bob's Barricades	3,010.00
	All American Barricades	3,495.00
	Rent	2,500.00
	USAT	780.00
	Swim Caps	6,000.00
	Volunteer Shirts	2,600.00
	Leader Shirts	750.00
Total Expense		139,891.00
Net Income		109.00

2022 Marketing Summary/Plan

For 2022, we have found ourselves, as with many other events, in a unique position having postponed our 2020 event due to COVID-19 restrictions, returned to racing in 2021 and now planning for growth as folks get back to a more normal daily life. While this has been a huge challenge, we also feel this has created a huge opportunity as participants are itching to get back to their normal way of life, training, racing and enjoying the relationships created through the multi-sport community.

Building on the success of getting back to racing in 2021, we have tweaked our marketing plan for 2022, looking to showcase our new website and registration page, looking to push entries through this new digital experience. For our 2022 event, we have engaged Get Fish Slapped, a local marketing company, to implement three phases of digital marketing for Heartland Triathlon:

- Paid Search and Site Retargeting
- Facebook and Instagram Ads utilizing Geo data
- Display Ads to include Geo Fencing

The creation of a complete marketing package managed by Get Fish Slapped is going to position Heartland Triathlon for growth in 2022. The combination of our marketing plan, the desire of athletes to get back racing and the deferral of our 2021 athletes should provide for a record breaking year for the Heartland Triathlon.

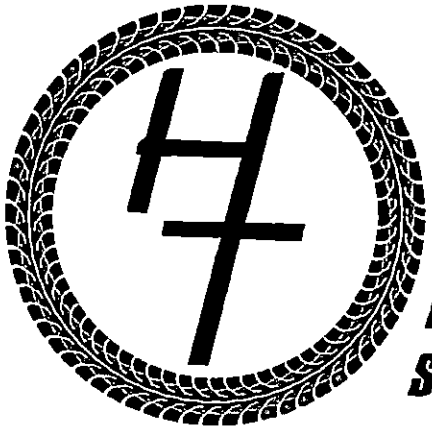
2022 Marketing Detailed Plan

Get Fish Slapped Marketing Budget $12,500
Employ Get Fish Slapped Marketing to Handle the following marketing aspects:

- Geo Fence Creations and Captures at St. Anthony's Triathlon, May 2022
- Geo Fence Creations and Captures at five Somer Sports Events, February-May 2022
- Geo Fence Creations and Captures at Ironman Florida 70.3, April 2022
- Facebook Ads. Utilizing Geo data captured
- Instagram Ads. Utilizing Geo data captured
- Website retargeting Ads.
- Google Ad Words
- Website updates

In House Marketing Budget $15,000
In House Marketing consists of the following:

- Email Campaign targeting 6,000+ athlete emails from previous events
- Facebook Ads. targeting previous competitors
- Instagram Ads. targeting previous competitors
- Paid Ads. through Run Sign Up
- Paid Ads through Florida Raceplace Magazine
- Paid Ads through Florida Running and Triathlon Magazine
- Email Campaign Through Florida Raceplace Magazine
- 20,000 Hard Cards distributed to triathlons and key runs through the State of Florida to be stuffed in competitor goodie bags



HEARTLAND TRIATHLON

SEBRING'S HOMETOWN TRIATHLON

2022 Board and Committee Members

Daniel Andrews	Chairman, Race Director
Laura Andrews	Vice Chair, Head Registrar
Becka Kampman	Volunteer Coordinator
Scott Kaplan	Safety Coordinator
Transition Coordinator	Anastasia Saunders
Jeff Carlson	Swim Course Coordinator
Andre VanRooyen	Bike Course Coordinator
Leo Ayala	Run Course Coordinator

Survey Overview

1) We asked 7 questions
    a) Did you encounter any issues with online registration, USAT license purchase/renewal or packet pick up at the venue?
    b) Which race did you do (specify distance and format)? What was your overall experience during the race? Please discuss each segment's course markings, volunteer presence, issues or concerns. What did you like/love and what would you like to see improved?
    c) What was your overall opinion of transition? What would you maintain, what would you improve and why?
    d) After the race, let us know what your thought of food service, availability, quality of food, type of food and attentiveness of volunteers distributing food. What are your thoughts on the awards ceremony? Do you have any suggestions for improvements?
    e) Please let us know what you think of the event overall and most importantly would you do it again and would you recommend it to friends? How did you hear about Heartland Tri?
    f) How long have you been racing Heartland Tri ? Where did you stay and for how many nights? Any thoughts on your lodging provider?
    g) If there's any topic or area of concern/praise that we failed to discuss, please use this space to let us know
2) Overall responses were overwhelming positive: people generally loved all aspects we expected them to love from quality of food to misting bridge to ice bath to excellent volunteers and overall feeling of safety on the swim, bike and run courses. Transition was said to be better manned, organized and run than previously.
3) Did you encounter any issues with online registration, USAT license purchase/renewal or packet pick up at the venue?
    a) Hat versus headbands x2
    b) Female Tee versus Unisex x2 (would have liked option during registration)
    c) One-Day License, had DL to prove identity but registration required email receipt/but customer didn't have phone on them
    d) General Disappointment with SWAG this year versus previous years x2
    e) Quality of SWAG vs. quantity was appreciated by at least some.
    f) Goody bag not as good as past years. Did not like shirt with big design on front makes shirt hot. Will not wear much. Wear shirt from 2 years ago all the time.
    g) Timing Chip at packet p/u versus morning of x2

h) Freel2018 10% code didn't work? (OTC Team)
i) Packet p/u didn't have enough volunteers but seemed to have several standing around doing nothing
j) Bottleneck where body marking was happening. Is it worth doing the night before if markings don't hold up well and must be done again? Maybe have more volunteers morning of to keep body marking flowing.
k) Open packet p/u earlier?

4) Which race did you do (specify distance and format)? What was your overall experience during the race? Please discuss each segment's course markings, volunteer presence, issues or concerns. What did you like/love and what would you like to see improved?

a) not many volunteers Run course- no markings
b) Vegan options
c) General complaint about swim course being bottlenecked (X4) at a bouy, too many people in the wave and person felt they were being "trampled" upon in the water (wondered why we didn't have kayakers on water to render aid. (Sprint final wave)
d) Aquabike finish needs to be more well-thought out (general summary based on comments) x3
e) Sprint Swimmers merging with Oly swim was confusing for some
f) Portalet on Run Course
g) Don't use styrofoam cups?
h) Free parking versus paid parking
i) Non-denominational prayer/add other faiths
j) Sandy transition from swim to T1. Kiddie pools for feet?
k) Duathlon start confusion but volunteers were able to answer
l) Starting timing mat for du?
m) More Misters! (all positive requests for more)
n) Run Course: Markers every mile
o) Du 1st run course better volunteers/course markings
p) Lots of compliments about music/announcement being heard during their whole run, which they loved.
q) Cones on US 27 for lane separation
r) Post-race transition opening time frame, anyway to separate Sprint/Oly?
s) Ice on run course
t) General commnets about swim course, bouy visibility, first turn to soon after start/congestion
u) he start of the Du would be safer if it started on Ridgewood or Lakeview near the parking lot of the Presbyterian Parking lot. I would also like to suggest that the first mile be measured from the bike "in" mat backwards to determine an acturate start line for the Du.

v) NO WATER ON YOUTH RUN
w) Run is boring
x) Electrolyte drinks need to be better marked

5) What was your overall opinion of transition?
   a) Great Volunteers
   b) There's a desire for marked spots claiming others taking up too much space
   c) Street sweeper run through transition parking lot before set up
   d) Several transition racks fell?
   e) maybe a artificial turf from swim exit to transition, that paved road way it hell on our feet
   f) Kiddie pool for feet
   g) The fencing around transition wasn't terribly secure, specifically on the side of the art building
   h) More judges at transition. There was some cheating and my husband witnessed an Olympic bicyclist actually push a woman bicyclist over in the dismount area.
   i) The one entrance is inconvenient, but perhaps best for security.
   j) Need to separate sprint and Olympic so one race doesn't impede the other.
   k) Portapot or two in transition?
   l) Water at run out
   m) Bike dismount was poorly marked
   n) Bike check in for kids failed to see that bike was not legal.
   o)

8H

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

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

SUBJECT/TITLE: **Request approval of Special Event Grant contract for The Heartland Triathlon as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing the Heartlands Triathlon in the amount up to $10,000 in 2022 to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for The Heartland Triathlon as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $10,000 in fiscal year 2022 from Fund 152 (Tourist Development Tax) - Cost Center 5305 (Marketing and Promotions) which is included in the FY 21/22 Adopted Budget.

Attachments: Triathlon.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: HEARTLAND TRIATHLON, INC.
ADDRESS: 204 SOUTH RIDGEWOOD DR., SEBRING, FL 33870
EIN NO: 82-3022887

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 **Heartland Triathlon, Inc.,** as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September 5, 2022.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Ten Thousand Dollars and 00/100 ($10,000.00) in 2022, for The Heartland Triathlon, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final

resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

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

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

Heartland Triathlon, Inc.

By: _____

Print: Daniel Andrews

Title: Race Director

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Daniel Andrews, as President, of Heartland Triathlon, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Heartland Triathlon, Inc., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 17 day of February, 2022.

(stamp)

BELEN JUAREZ
MY COMMISSION # GG 985320
EXPIRES: May 10, 2024
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathy G. Rapp, Chair
Date: March 1, 2022

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

_____
Jerome Kaszubowski, Clerk

9I

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Special Event Grant contract for The Citrus Golf Trail Open with the Minor League Golf, LLC. as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Minor League Golf in the amount up to $16,000 in 2022 and 2023 for The Citrus Golf Trail Open to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for The Citrus Golf Trail Open with the Minor League Golf, LLC. as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $16,000 in fiscal year 2022, and up to $16,000 in fiscal year 2023 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Tourism Development - Marketing and Promotion) which the amount of $16,000 in FY22 has been included in the FY 21/22 Adopted Budget.

Attachments: Citrus Golf Trail .CB.SGS.Signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: MINOR LEAGUE GOLF, LLC.
ADDRESS: 7521 SW HARBOR COVE DR., STUART, FL 34997
EIN NO: 59-0532480

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to **Minor League Golf, 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 February 28, 2024.

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 Sixteen Thousand Dollars and 00/100 ($16,000.00) in 2022; Sixteen Thousand Dollars and 00/100 ($16,000.00) in 2023, for Citrus Golf Trail Open, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached **Attachment A**. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final

resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March, 2022.

MINOR LEAGUE GOLF, LLC.

By: _____

Print: Scott Turner

Title: Mgr

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of PLK, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Minor League Golf, LLC., and who is personally known to me or who produced PL as identification, and who did/did not take an oath this 2 day of February, 2022.

(stamp)

NOTARY PUBLIC, State of Florida

KATHY MUSSO
Commission # GG 933819
Expires January 12, 2024
Bonded Thru Budget Notary Services

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

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: $ 16,000 (2022) / 16,000 (2023)

I. General Information

1. Name of Applicant: Minor League Golf Tour
2. Name of Event: ~~2022 Citrus Golf Trail Open 2023 Citrus Golf Trail Open~~
3. Contact person: Scott Turner
4. Contact person e-mail: ScottTurner@minorleaguegolf.com
5. Complete address of Applicant: 7521 SW Harbor Cove Dr. Stuart, FL 34997
   Cell phone: 561-598-9630
6. Applicant's Chief Official/Event Coordinator: Scott Turner
   Title: MLGT Mgr
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts:
   2021 $25,000
8. Amount Applicant is requesting for the Event/Project: $ 16,000
9. Intended use of funds: Course rental fees, event officials, marketing, digital marketing, pro-am course fees and reception

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

II. Details about Applicant: (describe your business or organization)
Professional Golf Tour

III. Schedule of Event:

Nov 29 - Dec 2, 2022

11/29 Pro-am

11/30 - 12/2 Professional golf tournament

2023 exact date TBD but same month

IV. Event Specific Information

1. Event name: 2022 Citrus Golf Trail Open, 2023 Citrus Golf Trail Open
2. Type of event: Professional golf tournament
3. Dates of Event: 11/29 - 12/2, 2022, 2023 exact date TBD but same month
4. Location of Event: Sun 'N Lake Golf Club
5. Number of days: Hours: Four days
6. Projected number of out of town participants: 120
   Out of state: 50%
   In-state: 50%

7. Projected number of attendees per day: 120

8. Projected number of media, staff, officials: 6
   Out of state:
   In-state: 6

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

11. Event Admission Price (if applicable) $750

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

13. 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*).

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

    Previous Event or Project: 2021 Citrus Golf Trail Open
    Date: 11/30-12/2, 2021
    Location: Sun 'N Lake Golf Club
    Total Room Nights: 61 at Inn on the Lakes plus others at Sebring hotels
    Contact Name/Phone: Scott Turner 561-598-9630
    Funding amount awarded: $25,000
    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)
120 golfers @ $750 entry fee	90,000
Visit Sebring/TDC Funding Request	$ 16,000
TOTAL INCOME ALL SOURCES	$ 106,000

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**
Prize purse	90,000
	$
TOTAL EVENT EXPENSES	$ 90,000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Course rental fee	12,500
Event officials	2,500
Marketing	2,200
Digital Marketing	2,000
Pro-am course fee and reception	1,000
TOTAL TDC EXPENSES	$ 20,200

Grant Application Checklist

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

Initials

ST This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 11/28 - 12/2/22
Date of Application: 12/30/21

ST 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 2/2/23 (date 60 days after event ends).

ST I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 2/3/22. (date one week after the application is submitted to and accepted by the Tourism Office)

ST 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.

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

ST 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.

ST 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.

ST 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.

ST 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.

ST 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.

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

ST 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)

ST Applicant has included a list of its current Officers and/or Board members (if applicable) with the application. Not Applicable

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

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

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

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

ST 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).

ST 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.

ST 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.

ST 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.

ST 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: Scott Turner

Title: MLGT Mgr *Date:* 12/30/21

Authorized Agent Signature: [signature]

SMART Objective Worksheet

Draft Goal: To run a successful professional golf tournament while showcasing Sebring, FL

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	To continue this great golf tournament for many years to come.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	By bringing talented professional golfers to Sebring, FL and creating a positive economic impact. MLGT membership is growing every year and will continue to bring more golfers to Sebring
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	The $16k grant will cover the costs associated with running a successful golf tournament
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	Yes. By bringing professional golfers to Sebring, FL to support local bussinesses
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We plan to bring more professional golfers to Sebring, FL every year for the event.

Final Goal: To showcase Sebring, FL and create a positive economic impact

Here are some testimonials from the 2021 Visit Sebring Classic and Citrus Golf Trail Open showing how much the players enjoyed Sebring's hospitality:

Hello Casey,

It was very nice meeting you and thank you so very much for your part in making the inaugural Citrus Golf Trail Open possible this past week at Sun 'N Lake GC!

For professionals like myself, the MLGT plays a critical part in our development as we ultimately work toward the PGA Tour. I believe the MLGT is the best run and most competitive tour in its class, bringing in guys with current and former PGA Tour and Korn Ferry Tour Status week in and week out. Opportunities to play for larger purses on championship quality venues attracts even more high caliber players to the event and I can't stress enough how much this not only benefits the tour but players such as myself.

This years winner my good friend Landon Michelson is a perfect example of what an event like the CGTO can do for our careers. Landon is obviously an incredibly talented player that's passion for golf is hard to match. Coming in to this event he was at a crossroads in his career unsure if he would be able to continue to pursue his dream. Now as the winner of this event he has renewed confidence, the means to continue on, and a new beacon on his resume to attract new sponsors. When Landon one day makes it to the PGA Tour, I believe this event will have played a major role in getting him there.

So thank you again so much again for your role is making this great event come to life and I'm confident it with continue to grow and attract even more talented players in the years to come!

All the best,

Chris Ingham

And thank you again for the OJ!!

Hi Casey,

My name is Peter Bradbeer and I recently played in the MLGT event in Sebring. Just wanted to send along my thanks for your help in the event! It was a good event and I had a blast. Thank you again!

Peter Bradbeer

Hi Casey,

I just wanted to take the time to thank you for all of your support at this week's tournament. It was a great event for me to get ready for the korn ferry tour that starts next month in the Bahamas. Thank you so much for the sponsorship, and helping not only me but all other golfers continue to pursue our dreams.

Thanks so much and I hope to make it back to Sebring soon!

Ben

Benjamin C. Griffin
Korn Ferry PGA Tour
University of North Carolina Class of 2018 | B.S. Economics

Greetings,

As a professional golfer who has been playing close to 30 years the hospitality, conditions of the golf course, staff, and making us feel welcome was second to none. Thank you. I look forward to coming back in the future and sincerely appreciate the first class treatment all week. Happy Holidays and thank you very much for hosting such an outstanding event.

Sincerely,
Bobby Collins

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: Minor League Golf Tour

Date: 12/30/21

By: _____
(Signature)

Its:

(Title)
State: Florida County: Martin

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

Witness my hand and seal (date) 1/6/22

My Commission expires (date) 4/13/25

Signature of Notary _____

Notary Public State of Florida
Carol Guerrero
My Commission HH 110144
Expires 04/13/2025

Attendee Survey

On a scale of 1 to 5, please rate your experience with 1 being low and 5 being high:

	1	2	3	4	5
Registration process on MLGT website	—	—	—	—	—
Communications leading up to the event	—	—	—	—	—
Experience during event	—	—	—	—	—
Overall experience at Sun 'N Lake	—	—	—	—	—
How welcome did you feel from the members	—	—	—	—	—
Host Hotel accommodations	—	—	—	—	—
Sebring restaurants/social activities	—	—	—	—	—
Overall experience in Sebring, FL	—	—	—	—	—
Likeliness of recommending this event to a friend	—	—	—	—	—

Business Plan

Business Opportunity

The Minor League Golf Tour would like to host the Citrus Golf Trail Open Nov 29 – Dec 2 at Sun 'N Lake Golf Club again in 2022 and continue to grow this great event while showcasing Sebring, FL. The MLGT has run 1,977 professional golf tournaments since 2004.

Target Market

Young up and coming professional golfers and talented amateurs that aspire to play on the PGA Tour.

Overnight Impact

We anticipate 120 golfers with 300 room rentals. The golfers will also be eating at restaurants in Sebring during their stay and supporting local businesses.

Financial Plan

The golfers pay an entry fee which covers the prize purse but we are asking for a $16,000 grant to help with the course rental fees, event officials and marketing for the event.

Success Story

We plan on continuing this event as a staple event for many years to come making a positive economic impact in Sebring.

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.
Minor League Golf 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) ▶ _____

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.
7521 SW Harbor Cove Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Stuart, FL 34997

Minor League Golf, LLC

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
82 - 1908955

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.

Verified by PDFFiller 03/21/2021

Sign Here Signature of U.S. person ▶ Scott Turner Date ▶ 03/21/2021

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.*

PDFfiller Document ID: 2AB8-2805-F1FF-0001

8J

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Special Event Grant contract for The Visit Sebring Classic Golf Tournament with the Minor League Golf, LLC. as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Minor League Golf in the amount up to $9,750 in 2022 and 2023 for The Visit Sebring Golf Classic to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for The Visit Sebring Classic Golf Tournament with the Minor League Golf, LLC. as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $9,750 in fiscal year 2022 and up to $9,750 in fiscal year 2023, from Fund 152 (Tourism Development Trust) - Cost Center 5305 (Tourist Development - Marketing and Promotion). The amount of $9,750 from FY22 is included in the FY21/22 Adopted Budget.

Attachments: Minor League.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: MINOR LEAGUE GOLF, LLC.
ADDRESS: 7521 SW HARBOR COVE DRIVE, STUART, FL 34997
EIN NO: 82-1908955

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 **Minor League Golf, 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 February 12, 2023

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 Nine Thousand Seven Hundred and Fifty Dollars ($9,750) in 2022; and Nine Thousand Seven Hundred and Fifty Dollars ($9,750) in 2023, for The Visit Sebring Classic Golf Tournament, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached **Attachment A**. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final

resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March 2022.

MINOR LEAGUE GOLF, LLC.

By: _____

Print: Scott Turner

Title: Mgr

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Minor League Golf, LLC., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2 day of February, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

KATHY MUSSO
Commission # GG 933819
Expires January 12, 2024
Bonded Thru Budget Notary Services

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

_____
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: $ 13,000 (2022)
13,000 (2023)

I. General Information

1. Name of Applicant: Minor League Golf Tour
2. Name of Event: ~~2022 Visit Sebring Classic, 2023 Visit Sebring Classic~~
3. Contact person: Scott Turner
4. Contact person e-mail: ScottTurner@minorleaguegolf.com
5. Complete address of Applicant: 7521 SW Harbor Cove Dr. Stuart, FL 34997
   Cell phone: 561-598-9630
6. Applicant's Chief Official/Event Coordinator: Scott Turner
   Title: MLGT Mgr
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts:
   2021 $7500
8. Amount Applicant is requesting for the Event/Project: $ 13,000
9. Intended use of funds:
   Course rental fees, event officials, marketing, digital marketing

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

II. Details about Applicant: (describe your business or organization)
Professional Golf Tour

III. Schedule of Event:

April 12-14, 2022 golf tournament
Exact 2023 TBD but same month

IV. Event Specific Information

1. Event name: 2022 visit Sebring Classic, 2023 Visit Sebring Classic
2. Type of event: professional golf tournament
3. Dates of Event: 4/12-14, 2022, 2023 exact date TBD but same month
4. Location of Event: Sun 'N Lake Golf Club
5. Number of days: Hours: Three days
6. Projected number of out of town participants: 50-80
   Out of state: 50 %
   In-state: 50 %

7. Projected number of attendees per day: 50-80

8. Projected number of media, staff, officials: 4
   Out of state:
   In-state: 4

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

11. Event Admission Price (if applicable)

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

13. 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*).

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

    Previous Event or Project: 2021 Visit Sebring Classic
    Date: 11/1-3, 2021
    Location: Sun 'N Lake Golf Club
    Total Room Nights: 40 at Inn on the Lakes plus others at other Sebring hotels
    Contact Name/Phone: Scott Turner 561-598-9630
    Funding amount awarded: $7,500
    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)
60 golfers @ $695 entry fee	41,700
Visit Sebring/TDC Funding Request	$ 13,000
TOTAL INCOME ALL SOURCES	$ 54,700

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**
Prize purse	41,700
	$
TOTAL EVENT EXPENSES	$ 41,700
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Course rental fee	6300
Event officials	2500
Marketing	2200
Digital marketing	2000
TOTAL TDC EXPENSES	$ 13,000

Grant Application Checklist

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

Initials

ST This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 4/12/22
Date of Application: 12/30/21

ST 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 6/12/22 (date 60 days after event ends).

ST I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 2/3/22. (date one week after the application is submitted to and accepted by the Tourism Office)

ST 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.

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

ST 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.

ST 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.

ST 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.

ST 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.

ST 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.

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

ST 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)

ST Applicant has included a list of its current Officers and/or Board members (if applicable) with the application. Not Applicable

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

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

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

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

ST 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).

ST 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.

ST 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.

ST 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.

ST 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: Scott Turner

Title: MLGT Mgr *Date:* 12/30/21

Authorized Agent Signature: [signature]

Marketing Plan

Target Audience

Professional and highly skilled amateur golfers from all over the world. Digital marketing via email blasts and our social media channels will help reach golfers from Florida, in the United States and all over the world.

Strategy

By continuing to increase marketing the event both with media relations and digital marketing the number of golfers and room nights will continue to grow each year. We will send out at least three email blasts to the 1,968 golfers in our email database. We will also market the event via facebook, Instagram and twitter where we have a combined 10,000 followers.

Customer

MLGT membership has grown each year since inception in 2004 with 906 members in 2021 up from 802 in 2020. This growth in membership will lead to higher participation for this event in Sebring, FL.

Process/Execution

The MLGT will focus on local media relations and digital marketing to continue to grow membership which will grow participation for this great event.

Marketing Plan

Target Audience

Professional and highly skilled amateur golfers from all over the world. Digital marketing via email blasts and our social media channels will help reach golfers from Florida, in the United States and all over the world.

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Process/Execution

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Business Plan

Business Opportunity

The Minor League Golf Tour would like to host the Visit Sebring Classic April 12-14 at Sun 'N Lake Golf Club again in 2022 and 2023 and continue to grow this great event while showcasing Sebring, FL. The MLGT has run 1,977 professional golf tournaments since 2004.

Target Market

Young up and coming professional golfers and talented amateurs that aspire to play on the PGA Tour. These golfers are coming from all over the world to compete on the MLGT in Sebring, FL. The help of media relations and digital marketing we will continue to grow the number of out of county visitors to this event each year.

Overnight Impact

We anticipate 60 golfers with 150 room rentals. The golfers will also be eating at restaurants in Sebring during their stay and supporting local businesses. We will be inviting golf media to attend and play in the pro-am which will bring more people to Sebring increasing media attention and room nights for this event.

Financial Plan

The golfers pay an entry fee which covers the prize purse but we are asking for a $13,000 grant to help with the course rental fees, event officials, marketing for the event.

Success Story

We plan on continuing this event as a staple event for many years to come making a positive economic impact in Sebring. The MLGT membership has grown every year and is up to 906 members in 2021. The continual growth in members will bring more golfers to Sebring each year for this staple event. Pease see testimonials on the next page from players that competed in 2021.

Attendee Survey

On a scale of 1 to 5, please rate your experience with 1 being low and 5 being high:

	1	2	3	4	5
Registration process on MLGT website	—	—	—	—	—
Communications leading up to the event	—	—	—	—	—
Experience during event	—	—	—	—	—
Overall experience at Sun 'N Lake	—	—	—	—	—
How welcome did you feel from the members	—	—	—	—	—
Host Hotel accommodations	—	—	—	—	—
Sebring restaurants/social activities	—	—	—	—	—
Overall experience in Sebring, FL	—	—	—	—	—
Likeliness of recommending this event to a friend	—	—	—	—	—

SMART Objective Worksheet

Draft Goal: To run a successful professional golf tournament while showcasing Sebring, FL

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	To continue this great golf tournament for many years to come.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	By bringing talented professional golfers to Sebring, FL and creating a positive economic impact
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	The $13k grant will cover the costs associated with running a successful golf tournament
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	Yes. By bringing professional golfers to Sebring, FL to support local bussinesses
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We plan to bring more golfers to Sebring every year for this professional event.

Final Goal: To showcase Sebring, FL and create a positive economic impact

Here are some testimonials from the 2021 Visit Sebring Classic and Citrus Golf Trail Open showing how much the players enjoyed Sebring's hospitality:

Hello Casey,

It was very nice meeting you and thank you so very much for your part in making the inaugural Citrus Golf Trail Open possible this past week at Sun 'N Lake GC!

For professionals like myself, the MLGT plays a critical part in our development as we ultimately work toward the PGA Tour. I believe the MLGT is the best run and most competitive tour in its class, bringing in guys with current and former PGA Tour and Korn Ferry Tour Status week in and week out. Opportunities to play for larger purses on championship quality venues attracts even more high caliber players to the event and I can't stress enough how much this not only benefits the tour but players such as myself.

This years winner my good friend Landon Michelson is a perfect example of what an event like the CGTO can do for our careers. Landon is obviously an incredibly talented player that's passion for golf is hard to match. Coming in to this event he was at a crossroads in his career unsure if he would be able to continue to pursue his dream. Now as the winner of this event he has renewed confidence, the means to continue on, and a new beacon on his resume to attract new sponsors. When Landon one day makes it to the PGA Tour, I believe this event will have played a major role in getting him there.

So thank you again so much again for your role is making this great event come to life and I'm confident it with continue to grow and attract even more talented players in the years to come!

All the best,

Chris Ingham

And thank you again for the OJ!!

Hi Casey,

My name is Peter Bradbeer and I recently played in the MLGT event in Sebring. Just wanted to send along my thanks for your help in the event! It was a good event and I had a blast. Thank you again!

Peter Bradbeer

Hi Casey,

I just wanted to take the time to thank you for all of your support at this week's tournament. It was a great event for me to get ready for the korn ferry tour that starts next month in the Bahamas. Thank you so much for the sponsorship, and helping not only me but all other golfers continue to pursue our dreams.

Thanks so much and I hope to make it back to Sebring soon!

Ben

Benjamin C. Griffin
Korn Ferry PGA Tour
University of North Carolina Class of 2018 | B.S. Economics

Greetings,

As a professional golfer who has been playing close to 30 years the hospitality, conditions of the golf course, staff, and making us feel welcome was second to none. Thank you. I look forward to coming back in the future and sincerely appreciate the first class treatment all week. Happy Holidays and thank you very much for hosting such an outstanding event.

Sincerely,
Bobby Collins

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: Minor League Golf Tour

Date: 12/31/21

By: _____
(Signature)

Its:

(Title)
State: _____ County: _____

Before me this day personally appeared 1/6/22 (name) as _____(title) of _____(applicant) to me well known or produced identification personally (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) 1/6/22

My Commission expires (date) 4/13/25

Signature of Notary _____

Notary Public State of Florida
Carol Guerrero
My Commission HH 110144
Expires 04/13/2025

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.
Minor League Golf 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) ▶ _____

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.
7521 SW Harbor Cove Dr

6 City, state, and ZIP code
Stuart, FL 34997

Requester's name and address (optional)
Minor League Golf, LLC

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 2 - 1 9 0 8 9 5 5

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.

Verified by PDFFiller 03/21/2021

Sign Here Signature of U.S. person ▶ Scott Turner Date ▶ 03/21/2021

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.*

PDFfiller Document ID: 2AB8-2805-F1FF-0001

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
January 27, 2022 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:14 a.m. by Christine Hatfield.

Roll Call

Council Members Present:
Mark Stewart
Christine Hatfield
Vicki Pontius
Bill Brantley
Diane Rydecki
Commissioner Chris Campbell
Brittany McGuire

Council Members Absent:
John Story
Cynthia Garren

Also, Present:
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Secretary
Chantel Brutus, Legal Services
Alan Verlander and Kenedy Grayson, Airstream Ventures, LLC
Daniel Andrews, Heartland Triathlon, Inc.
Scott Turner, Minor League Golf, LLC
Allison Braunstein and Terry Moony, EVOK

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

Christine Hatfield introduced Councilwoman Brittany McGuire to the council.

2. Acceptance of TDC Meeting Minutes of October 28, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of October 28, 2021. Mr. Stewart made a motion, seconded by Mr. Brantley to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending September 30, 2021, which makes a total up to date of $880,899. Not sure where the $880,899 number came from. Our revenues for year to date ending September 30, 2021 were $1,174,532, which was a record high. October 2021 collections were also a record high for the month of October at $116,328.

Ms. Disalvo advised Leads and information requests continue to rise.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt advised that Ms. Fletcher was unable to attend. Presentation of the award is postponed.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. The TDC has been approved from Grant income from the FL Sports Foundation totaling $47,598. Ms. Hartt noted that collections for October 2020 to September 2021 was $1,174,532, which was $100,000 higher than what was budgeted. Ms. Hartt recommended adding $100,000.00 to the 21-22 TDC budget. A motion to amend the budget was made by Ms. Pontius, seconded by Commissioner Campbell. Upon roll call the Council voted aye. The motion passed.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder of 2022 and into 2023. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event was to everyone in Highlands County. He went over new events that will impact 2022 and 2023.

C. Webiste & Search Update, EVOK Advertising

Ms. Braunstein and Mr. Moony provided a marketing presentation on the Visit Sebring website. They demonstrated the improvements they have made to make the website more user friendly and generate more traffic to the site.

6. Items for Voting

A. Heartland Triathlon (June 4-5, 2022). Sports Event Grant requesting $10,000

Mr. Turner from the Heartland Triathlon Inc. requested up to $10,000 for promotional items, MOT fees and out-of-county marketing for the Heartland Triathlon. The 2022 event will be June 3-5, 2022.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for up to $10,000 based solely on $20/verified room nights for promotional items and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Visit Sebring Classic (April 12-14, 2022). Years #2 (2022) & #3 (2023) New Event Grant requesting $13,000 /year.

Mr. Andrews from Minor League Golf, LLC, requested $13,000 for year #2 (2022), and $13,000 for year #3 (2023) for venue fees, event officials, and digital marketing outside Highlands County for the Visit Sebring Classic Golf Tournament. TDC's staff recommendation was $9,750 per year.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for $9,750/year (2022 and 2023) for venue rental, event officials and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed. I would use exact motion.

C. Citrus Golf Trail Open (Nov. 29-Dec. 2, 2022). Years #2 (2022) & #3 (2023). New Event Grant requesting $16,000/year.

Mr. Turner from Minor League Golf, LLC, requested funding of $16,000/year, as a 3-year, New Event Grant with funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open. Upon roll call, all Council members voted aye. The motion passed.

D. ACL Cornhole Championship (May 13-15, 2022). New Event Grant requesting $24,500 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the ACL Cornhole Championship as a 3-year, New Event Grant with funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for ACL Cornhole Championship. Upon roll call, all Council members voted aye. The motion passed.

E. High School Lacrosse Tournament (May 14-15, 2022). New Event Grant requesting $30,000 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the High School Lacrosse Tournament (May 14-15) as a 3-year, New Event Grant with funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the High School Lacrosse Tournament. Upon roll call, all Council members voted aye. The motion passed.

F. Bono Bilt Youth Wrestling Showdown (June 17-19, 2022). Year #2 & #3 (2023) New Event Grant requesting $20,000/year

Mr. Verlander from Airstream Ventures requested funding for the Bono Bilt Youth Wrestling Tournament as a 3-year, New Event Grant with funding up to $20,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing platform, marketing, and web broadcast.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the Bono Bilt Youth Wrestling Tournament. Upon roll call, all Council members voted aye. The motion passed.

G. GFNY Marathon date change request to Oct. 22, 2022

Ms. Fluhme was unable to attend the meeting, so Ms. Hartt advised the date change will have both GFNY marathon/cycling events on the same weekend. The change would be for this year only.

Ms. Pontius made a motion, seconded by Ms. Rydecki, to approve the date change of the GFNY Marathon to October 22, 2022. Upon roll call, all Council members voted aye. The motion passed.

H. AJGA grant contract amount change request to $16,000/year for 2022 and 2023

Mr. Rogers from American Junior Golf Association requested grant contract amount change from $13,000 to $16,000/year for 2022 and 2023 for the American Junior Golf Association.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant increase from $13,000 to $16,000 for 2022 and 2023. Upon roll call, all Council members voted aye. The motion passed.

I. New Description for Tourist Development Coordinator/Admin Position

Ms. Sauls requested the position of Administrative Secretary of the Tourist Development position be changed to Tourist Development Coordinator. The pay grade would go from 105 to 108.

Ms. Pontius made a motion, seconded by Mr. Stewart to approve the Tourist Development position be changed to Tourist Development Coordinator. Upon roll call, all Council members voted aye. The motion passed

7. Old Business/Discussion

A. Tourist Development Tax Letter

Ms. Sauls reported that tax letters were mailed on January 3, 2022 with one person contacting the TDC office with questions.

B. 2022 TDC Meetings April 28, August 11, October 27. TDC members approved these dates for future TDC meetings during 2022.
C. Volunteer Opportunities Ms. Hartt provided a list of volunteer opportunities with tourism-related events and asked TDC members to share with interested groups/individuals.

8. Public Input

9. Board Member Roundtable

Mr. Brantley advised the Board Members of his resignation as he is no longer an owner at Lakeshore Resort and no longer fulfills the requirements of his seat on the TDC.

10. Upcoming Meeting

A. Citrus Golf Trail Meeting on January 27, 2022 @ 10:45 AM at Sun 'N Lake Golf Club
B. Art & Culture Stakeholder Meeting on February 24 @ 10:00 AM at SFSC/Avon Park
C. TDC Board Meeting April 28, 2022 @ 8:15 AM, Government Center, Boardroom
D. Agritourism Forum: August or September 2022

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:29 a.m.

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 15, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from March 1, 2022 to March 14, 2022

Attachments: