

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 19, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Tourism Development Council will meet on Tuesday, March 19, 2024, at 3:00 p.m., at the Highlands County Building Department Conference room, 501 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, March 20, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a Public Hearing on Wednesday, March 20, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Board of Commissioners of the Highlands County Hospital District will hold a Special Meeting on Tuesday, March 26, 2024, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Children’s Advocacy Center Advisory Board will hold a General Body Meeting on Thursday, March 28, 2024, at 1:00 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Proclamation recognizing the week of March 18-22, 2024 as Government Finance Professionals Week.*
Tanya Cannady, Business Services Director
David Nitz, Office of Management & Budget Manager
No fiscal impact
[Government Finance Professionals week proclamation 2024.pdf](#)
- 6.B *Request approval of the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.*
Tanya Cannady, Business Services Director
Lori DeLoach, Purchasing Manager

No fiscal impact

[3-19-2024_AGENDA_Proclamation_Purchasing_Month.pdf](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request to accept the Competitive Florida Partnership Grant from the Florida Department of Commerce in the amount of \$40,000 and request adoption of Resolution 23-24-73 for Budget Amendment 23-24-059 to set up project 23059 (Competitive Florida Partnership).*
Sarah Beth Rogers, Executive Manager of Business and Economic Development
The fiscal impact is an increase to Fund 005, Cost Center 2810, Project 23059 in the amount of \$40,000.
[Po481_AGT.pdf](#)
[23-24-059 Proj 23059 Competitive Florida Partnership \(BA\).pdf](#)
[23-24-059R Proj 23059 Competitive Florida Partnership \(Resolution\).pdf](#)
- 8.B *Request approval of a one (1) year renewal of the agreement for ITB-21-002, between Highlands County and Clarke Pest Controls Service, Inc.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is \$7,525 from Fund 005, (General Fund), Cost Center 2672, (Facilities Management) and Cost Center 1031 (Court Facilities), and Fund 5105 (Emergency Medical Service); and (Fund 181 (Fire Assessment Funds), Cost Center 3217 (Fire Assessment), Account 54900 (Other Charges/Obligation) . This item was submitted was submitted in the 2023/2024 budget(s).
[Signed CLARKE PEST CONTROL 21-002 Expires 4.23.2024.pdf](#)
[1st Amendment - Highlands County Bid Extension 2024.0228.pdf](#)
- 8.C *Request to waive the Landfill Tipping Fees for Highway Park Neighborhood Council Great American Cleanup March 20, 2024 through March 24, 2024*
Clinton Howerton Jr., P.E. Critical Infrastructure Director
Landfill Staff estimates that the Highway Park Neighborhood Council Great American Cleanup will haul an estimated twelve (12) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$540.00 to be waived. The figures are based upon the Highway Park Neighborhood Council Great American Cleanup estimate of three (3) roll off bins for this event.
[Great Am Cleanup email.pdf](#)
[Highway Park Cleanup Spreadsheet.pdf](#)
- 8.D *Request approval to waive the Landfill Tipping Fees for The Greater Leisure Lakes Civic Association April 6, 2024 through April 7, 2024*
Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that The Greater Leisure Lakes Civic Association will haul an estimated fifteen (15) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$675.00 to be waived. The figures are based up the previous Greater Leisure Lakes Civic Association event in 2023.
[Leisure Lake Civic Assoc email.pdf](#)
[Table of Waived Tipping fees - Leisure Lakes Civic Assoc.pdf](#)

- 8.E *Request approval of the Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities for FY23/24.*
Tanya Cannady, Business Services Director
There is a fiscal impact of \$125,000 for the City of Avon Park's Recreation Interlocal Agreement which was approved in the Adopted Budget for FY 23/24 to be reimbursed from Fund 005/Cost Center 6101 Recreation/Account 54913.
[Avon Park Rec Interlocal FY23-24 3.19.24.pdf](#)
- 8.F *Request approval of the Memorandum agreement collaborative water quality project with Florida Fish and Wildlife Conservation Commission (FWC), South Florida State College, and the County on Lake Glenada.*
Dawn Ritter, Natural Resources Manager
The fiscal impact is \$2000 and is already budgeted in Cost Center 6303/Account 55200.

[FWC Highlands SFSC MOU JH signed.pdf](#)
[Highlands BOCC_Lake Glenda_170130-005 SFG.pdf](#)
[Lake Glenada Scope of Work.docx](#)
- 8.G *Request approval of Budget Amendment 23-24-065 to reallocate funds within Fund 005, Cost Center 4501 for the purchase of a SP85 Rover Ranger 5 Origin Geospatial Receiver for the Critical Infrastructure Department*
Clinton Howerton Jr., P.E., CPM, Critical Infrastructure Director
There is no fiscal impact to the overall budget as the funds were budgeted within the FY 23-24 Budget within Fund 005 (General Fund), Cost Center 4501 (Critical Infrastructure Operations). This Budget Amendment is simply reallocating funds from Account 53400 (Contractual Services) to Account 56400 (Machinery & Equipment) in the amount of \$12,170.00.
[23-24-065 Purchase Critical Infrastructure Equipment \(BA\) \(003\).pdf](#)
- 8.H *Request approval to expend funds from the Special Law Enforcement Trust Fund.*
Paul Blackman, Sheriff
The fiscal impact of \$1,000 will be funded through the Special Law Enforcement Trust Fund (Fund 170), which is budgeted in cost center 3107 (Confiscated Property-State), account 54900 (Other Charges/Obligations).
[Fund 170_SheriffsYouthRanch Exp Request.pdf](#)
- 8.I *Request approval to surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health , Polk County.*
Pam Belanger, Facilities Services Specialist
Jennifer Roth, Administrator
Florida Department of Health, Highlands County
No fiscal impact.
[Department of health surplus form 3-1-24.pdf](#)
- 8.J *Request approval of amendment #4 to the agreement for professional financial services between Highlands County and Clifton Larson Allen, L.L.P. for the fiscal year 2023 audit.*
Sally Hood, Accounting and Finance Director
Highlands County Clerk of Circuit Court & Comptroller
No fiscal impact

- 8.K *Request approval of the job description and pay grade for the Facilities Operations Manager position.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact to Fund 005 (General) is an increase of \$16,506.42 inclusive of benefits already included in the Adopted Budget for FY23/24 for Cost Center 2672.
[Operations Manager Facilities 03.19.2024..pdf](#)
- 8.L *Request adoption of Resolution 23-24-81 for Budget Amendment 23-24-068 to appropriate Grant funds within the General Fund for SCAAP 2023 project 23063 to accomplish the grant/project program goals.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) in the amount of \$7,645.00 for the SCAAP 2023 grant set up and is being appropriated in cost center 3323 (Detention & Corrections) and account 51001 (Project Personal Services).
[23-24-068 SCAAP 2023 \(BA\).pdf](#)
[23-24-068R SCAAP 2023 \(Resolution\)2.pdf](#)
- 8.M *Request acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG-C) Agreement for FY 23-24*
Paul Blackman, Sheriff
There is no fiscal impact with the signing of the agreement until the Budget Amendment and Resolution are presented in a future meeting.
[Sheriff R7202 - Federal Award - Agreement.pdf](#)

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

- 10.A *Public Hearing to consider approval of Emerge Transport LLC application for a Class 1 Certificate of Public Convenience and Necessity (COPCN).*
Dustin Fitch, Interim Deputy Chief
No fiscal impact
[Application.pdf](#)
[COI.pdf](#)
[Emerge NOTICE OF PUBLIC HEARING 2.pdf](#)
[COPCN - Class 1.pdf](#)
- 10.B *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-24-632SS for an approximate 9.91-acre parcel, from Conservation/Management Lands (CM) to Agriculture (AG).*
Sergio Garcia, Planner II
There is no fiscal impact.
[CPA-24-632SS Staff Report for BCC.pdf](#)
[CPA-24-632SS Application.pdf](#)
[CPA-24-632SS Ordinance.sgs.pdf](#)
[Ordinance Fiscal Impact form.pdf](#)
- 10.C *Public hearing to consider adoption of P&Z Hearing No. 2149, changing the Official*

Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU).

Sergio Garcia, Planner II

There is no fiscal impact.

[P&Z 2149 Staff Report.pdf](#)

[P&Z 2149 Application.pdf](#)

[P&Z 2149 Resolution.sgs.pdf](#)

- 10.D *Public hearing to consider adoption of proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.*

Rachel Barry, Zoning Supervisor

There is no fiscal impact.

[Staff Report P&Z 2146 for BCC.pdf](#)

[Ordinance No. 23-24-24.pdf](#)

[Ordinance 23-24-24 Business Impact Form.pdf](#)

11 ACTION AGENDA

- 11.A *Request to approve Resolution 23-24-68 for closing the platted portion of roadway name Hickory Street (Currently Abilene Street).*

J.D. Langford, P.E., County Engineer

No Fiscal Impact

[Agenda Packet - Hickory St \(Currently Abilene St\).pdf](#)

[Resolution 23-24-68 VOR Hickory Street.docx](#)

- 11.B *Request to Adopt Resolution 23-24-80 for Budget Amendment 23-24-067 to appropriate Sheriff's Miscellaneous Revenue.*

Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$320,577.50 which is being appropriated in cost center 3101 (Sheriff-005), account 51001 (Personal Services-Elected Official) and account 56001 (Capital Outlay-Elected Official) in the amounts of \$120,237.50 and \$200,340.00, respectively.

[23-24-067 Sheriff_Appropriate Add'l Misc Revenue \(BA\).pdf](#)

[23-24-067R Sheriff_Appropriate Addl Misc Revenue \(Resolution\).pdf](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal_Long_Range_Log.docx](#)

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

Laurie Hurner, County Administrator

There is no fiscal impact.

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Letter of support for the Florida Heartland Economic Region of Opportunity's Rural Development Grant application through the Florida Department of Commerce.*
Sarah Beth Rogers, Executive Manager of Business and Economic Development
There is no fiscal impact.
[FHERO'S GRANT APP 030324 SIGNED LETTER.pdf](#)
- 14.B *Board payables from to March 5, 2024, to March 18, 2024*

15 ADJOURN

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

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Tanya Cannady, Business Services Director
David Nitz, Office of Management & Budget Manager

SUBJECT/TITLE: Proclamation recognizing the week of March 18-22, 2024 as Government Finance Professionals Week.

STATEMENT OF ISSUE

This Proclamation extends appreciation to all government finance professionals in Highlands County and acknowledges their hard work, dedication and leadership.

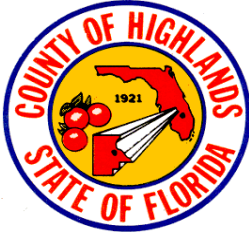
RECOMMENDED ACTION

Request approval of a Proclamation recognizing the week of March 18-22, 2024 as Government Finance Professionals Week.

FISCAL IMPACT

No fiscal impact

Attachments: [Government Finance Professionals week proclamation 2024.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
GOVERNMENT FINANCE PROFESSIONALS' WEEK MARCH 18-22, 2024

Proclamation

WHEREAS: the Florida Government Finance Officers Association is a professional association founded in 1937 and serves 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 the Highlands County Board of County Commissioners does hereby proclaim:

March 18-22, 2024, as Government Finance Professionals' Week in Highlands County, Florida

By: _____ Date: _____
Kevin Roberts, Chairman
Highlands County Board of County Commissioners

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Tanya Cannady, Business Services Director
Lori DeLoach, Purchasing Manager

SUBJECT/TITLE: Request approval of the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.

STATEMENT OF ISSUE

The Highlands County Purchasing Department joins with professional purchasing associations such as the National Institute of Governmental Purchasing to recognize the importance of the role of the purchasing profession in business, industry and government.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.

FISCAL IMPACT

No fiscal impact

Attachments: [3-19-2024_AGENDA_Proclamation_Purchasing_Month.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS



PURCHASING MONTH 2024



Proclamation

Whereas:

the purchasing and materials management profession plays a significant role in the efficiency and effectiveness in both government and business; and

Whereas:

in addition to the purchase of goods and services, procurement adds value to the organization by performing functions such as executing, implementing and administering contracts, conducting market research and analyses, developing strategic procurement methodologies, and cultivating working relationships with suppliers and other departments within the organization; and

Whereas:

the primary objectives include supporting operational requirements, managing the purchasing process equitably and efficiently to develop strong relationships with other functional groups and stakeholders and supporting organizational goals and objectives; and

Whereas:

using technology, competition, and best practices, we strive to bring the greatest value to the County and its residents in an efficient and cost-effective manner while embracing the Values and Guiding Principles of Public Procurement, Accountability, Ethics, Impartiality, Professional Services and Transparency.

Whereas:

the Board's Purchasing Department, a member of the National Institute of Governmental Purchasing (NIGP), and other professional purchasing associations throughout the world who engage in special efforts, during the month of March, to inform the public about the importance of the role played by the purchasing profession in business, industry and government.

Now therefore the Board of County Commissioners does hereby proclaim:

MARCH 2024
as
THE BOARD'S PURCHASING MONTH
IN
HIGHLANDS COUNTY, FLORIDA

By: _____

Date: _____

Kevin Roberts, Chairman
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sarah Beth Rogers, Executive Manager of Business and Economic Development

SUBJECT/TITLE: Request to accept the Competitive Florida Partnership Grant from the Florida Department of Commerce in the amount of \$40,000 and request adoption of Resolution 23-24-73 for Budget Amendment 23-24-059 to set up project 23059 (Competitive Florida Partnership).

STATEMENT OF ISSUE

The Office of Economic Development was awarded a \$40,000 grant from the Florida Department of Commerce to fund an action step of the office's strategic plan, specifically, a second year of retail recruitment.

RECOMMENDED ACTION

Move to accept the Competitive Florida Partnership Grant from the Florida Department of Commerce in the amount of \$40,000 and request to adopt Resolution 23-24-73 for Budget Amendment 23-24-059 to set up project 23059 (Competitive Florida Partnership).

FISCAL IMPACT

The fiscal impact is an increase to Fund 005, Cost Center 2810, Project 23059 in the amount of \$40,000.

Attachments: [P0481_AGT.pdf](#)
[23-24-059 Proj 23059 Competitive Florida Partnership \(BA\).pdf](#)
[23-24-059R Proj 23059 Competitive Florida Partnership \(Resolution\).pdf](#)

**COMPETITIVE FLORIDA PARTNERSHIP
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and **Highlands County** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification
- **Attachment 4:** 15 Ways to Make Florida Communities More Competitive

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Forty Thousand Dollars and Zero Cents (\$40,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, Florida Statutes ("F.S."), and the Invoice Submittal Procedures delineated in

Attachment 1: Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. 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/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any Grantee requests for modification of this Agreement must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.97, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies

provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **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 Agreement 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 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 Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce 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 Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing,

advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern 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 the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

5. Grantee shall submit the final invoice for payment to Commerce no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager, and made payable to the "Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision, as defined by s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability

insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for Commerce and, upon

Agreement #P0481

creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the

term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:

Agreement #P0481

- a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent 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 (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the

Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless, within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee 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

Commerce, 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 Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND Commerce

Grantee's Agreement Manager:

Laurie Hurner, County Administrator c/o Sarah Beth Rogers
600 S. Commerce Avenue
Sebring, Florida 33870
Telephone: 863-402-6500
Facsimile: N/A
lhurner@highlandsfl.gov or srogers@highlandsfl.gov

Commerce's Agreement Manager:Paige LayFlorida Department of Commerce107 East Madison Street, MSC 160Tallahassee, FL 32399-4120Telephone: (850) 921-3250Facsimile: (850) 717-8522Email: Paige.Lay@commerce.fl.gov**DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

HIGHLANDS COUNTY

By _____
Signature
J. Alex Kelly

Title **Secretary**

Date _____

By _____
Signature
Kevin Roberts

Title **Chairman**

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY:** Pursuant to section 163.3168, Florida Statutes (“F.S.”), and Specific Appropriation 2341, Chapter 2023-239, Laws of Florida, the Competitive Florida Partnership Grant Program provides direct or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities while protecting the functions of important state resources and facilities.

Highlands County (“Grantee”) has been awarded funds under the Competitive Florida Partnership Grant Program to complete a review of existing economic development and resiliency documents, facilitate public participation efforts to undertake outreach and engagement with residents, and prepare an action-oriented economic development and resiliency plan.

2. **PROJECT DESCRIPTION:** The Grantee shall conduct a real estate analysis and detailed demographic research to develop a detailed retail recruitment plan for the County.
3. **GRANTEE RESPONSIBILITIES:** Grantee shall timely perform the deliverable(s) as defined in the Agreement and this Scope of Work prior to the end of the Agreement Period.

A. Deliverable 1. *Research & Real Estate Analysis;*

Grantee Shall:

1. Identify, at minimum, thirty (30) retailers, restaurants, brokers and/or developers that will be targeted for recruitment.
2. Update the Industrial Development Authority/Economic Development Commission (IDA/EDC) on current and projected retail industry trends.
3. Provide demographic research data that includes historical, current, and projected demographic data – additional data must include market trade areas by radius/drive time, and custom trade areas.
4. Identify, evaluate, and catalog priority commercial properties for development, redevelopment, and best use opportunities.
5. Identify priority business categories for recruitment and/or local expansion.
6. Active outreach to local brokers and landowners.

B. Deliverable 2. *Retail Recruitment;*

Grantee Shall:

1. Update the Highlands County Targeted Business Recruitment, Retention, and Expansion Strategy.
2. Deliver retail recruitment plan to the IDA/EDC, summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
3. Provide proof of contact with a minimum of thirty (30) retailers, restaurants, brokers and/or developers.

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. <i>Research & Real Estate Analysis;</i> Grantee shall, in accordance with Section 3.A. of this Scope of Work. 1. Identify, at minimum, thirty (30) retailers, restaurants, brokers and/or developers that will be targeted for recruitment; 2. Update the IDA/EDC on current and projected retail industry trends 3. Provide demographic research data that includes historical, current, and projected demographic data – additional data must include market trade areas by radius/drive time, and custom trade areas. 4. Identify, evaluate, and catalog priority commercial properties for development, redevelopment, and best use opportunities 5. Identify priority business categories for recruitment and/or local expansion 6. Active outreach to local brokers and landowners Deliverable due date: April 3, 2024	Completion of Deliverable 1 as evidenced by submission of all of the following: • List of identified thirty (30) retailers, restaurants, brokers and/or developers that will be targeted for recruitment. • Provide a copy of the meeting agenda and documentation from IDA/EDC meetings on current and projected retail industry trends. • Provide all demographic research data - additional data must include market trade areas by radius/drive time, and custom trade areas. • Present findings on commercial properties for development, redevelopment, and higher and best use opportunities. • Documentation of the outreach process to local brokers and landowners Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	\$20,000.00	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. <i>Retail Recruitment;</i>	Completion of Deliverable 2 as evidenced by submission of all of the following:	\$20,000.00	As provided in Section 12 of this Scope of Work, below.

Grantee shall in accordance with Section 3.B. of this Scope of Work. 1. Update the Highlands County Targeted Business Recruitment, Retention, and Expansion Strategy 2. Deliver retail recruitment plan to the Board of County Commissioners, summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus. 3. Provide proof of contact with a minimum of thirty (30) retailers, restaurants, brokers and/or developers Deliverable due date: June 15, 2024	• Provide a final copy of the updated Highlands County Targeted Business Recruitment, Retention, and Expansion Strategy • Provide meeting agenda and documentation from IDA/EDC meetings, on the summary of all customized analytics, target zones for real estate and retail categories for recruitment focus. • Provide documentation of Proof of contact with a minimum of 30 retailers, restaurants, brokers and/or developers. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed \$40,000.00			

6. Reporting.

- A. **Close-out Report.** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

7. SUBCONTRACTS. In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to Commerce's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

8. DELIVERABLE DUE DATE. The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 13 of this Scope of Work.

9. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

10. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

11. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S., Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

A. Grantee shall provide an invoice upon completion of each deliverable. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee’s expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee’s submission of each invoice package is Grantee’s certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures, available at: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce’s option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce’s sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

B. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

1. A cover letter signed by the Grantee’s Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period.

2. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3. Travel documentation in accordance with s. 112.061, F.S., with a completed State of Florida Travel Reimbursement Form, available at: <dfs-aa-15voucherforreimbursement.xlsx> (live.com);
4. A copy of all supporting documentation for vendor payments;
5. A copy of the cancelled check(s) specific to the project; and
6. A copy of the bank statement that includes the cancelled check.

C. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

D. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

E. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

F. Grantee's invoice and all documentation necessary to support payment requests may be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, will be provided upon execution of the Agreement. SERA Access Authorization Form will be provided after the execution of this Agreement.

G. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

12. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to Commerce's Agreement Manager. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

13. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
 - 1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
 - 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

14. PRELIMINARY DRAFT DELIVERABLES; Commerce REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 2 or 4 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable is required under Sections 2 or 4 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than four (4) business days before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for extension from Grantee's Agreement Manager must state the reason for the extension; and
- C. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is

authorized to disclose to the public on its website or by other means that it has been awarded a Competitive Florida Partnership Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. NON-DISCRIMINATION. Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by Commerce;
- C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

- Remainder of Page Intentionally Left Blank -

Attachment 1A

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Commerce. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract. - The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period. - All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Florida Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: Commerce Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Florida Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 40,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4**15 Ways to Make Florida Communities More Competitive**

The Competitive Florida Partnership advocates for a holistic approach to job creation that goes beyond recruitment of new businesses and industries. For this reason, the components listed below should be considered when determining what to include in your economic development vision and strategy.

There are many actions a community can take to attract new industry and keep the industries they currently have, while working to build partnerships and encourage innovative community design. For further guidance, tips and tools on each of the topics listed below, please visit the Competitive Florida website.

Take a Whole Community Approach to Planning and Implementation.

Arguably one of the most important aspects of community development and increasing competitiveness is having a long-term vision that lays out future development priorities and actions with which to plan for improved economic development. In addition, it is vital for a community to develop or participate in a countywide economic development organization that serves as the lead agency for coordinating future projects in the community's surrounding area. Commerce recommends that the community view their local comprehensive plan as a tool for promoting economic development.

Work to Retain Current Businesses and Support their Expansion.

Historically, up to 80 percent of net new job growth comes from the expansion and enhancement of existing businesses. For this reason, it is important that communities support existing businesses and give them the tools they need to grow their businesses and explore new opportunities.

Attract New Businesses and Industries.

A new business or industry in a community can not only increase the number of jobs, but can also work to diversify the economy. A diverse economy is more resilient to the ups and downs experienced by all communities.

Build Human Capacity and Develop the Workforce.

It's important to ensure that those in need of jobs are ready to enter the workforce. Programs that work towards building human capacity can help to reduce unemployment rates by increasing the skills of the labor pool and take steps to end the cycle of multi-generational poverty.

Encourage Innovation and Entrepreneurship.

When developing strategies for economic development, communities may overlook one of the most important community assets: local entrepreneurs. There is evidence that small businesses generate 75 percent of the net new job growth in the United States. Communities that foster the growth of these individuals and encourage innovation are likely to be more competitive. In fact, communities are unlikely to capture the "big fish," a major industrial facility, unless their local entrepreneurs are succeeding.

Create and Preserve Sense of Place and Important Resources.

The local economy in Florida communities is often driven and supported by natural, cultural, and historical resources that make it a unique place. It's important to prioritize and preserve these local assets to ensure they continue to add value to the community.

Build Community Leadership.

Successful communities are built by passionate leaders who love their hometown and want to see amazing things happen. Communities can do things to support these champions and foster the development of new local leadership along the way.

Improve Resiliency to Disasters.

Coastal storms and other hazards are part of the way of life in Florida. By taking steps to increase disaster resiliency, communities can ensure that local government services, businesses, and the overall economy can rebound quickly and efficiently after a disaster. Promoting hazard mitigation techniques to residents and business owners can also decrease the amount of damage to structures and impact to the local economy caused by future disasters.

Provide Quality Education.

Our schools are training the next generation of members of the local workforce. Excellent K-12 and post-secondary educational opportunities help improve the ability of future generations to enhance the local economy. In addition, they act as an attractive feature for businesses looking for a new location.

Support Neighborhood District Revitalization.

Safe neighborhoods where people can live, shop, work, and play are an important feature to any community wishing to lure in new opportunities. Supporting neighborhood district revitalization draws upon the understanding that efforts led by the community members themselves result in great places that are self-sustained due to community leadership having a stake in the outcome.

Encourage Commercial District Revitalization.

Commercial district revitalization efforts can breathe life into downtown corridors that may otherwise be suffering. In communities with declining downtown or commercial centers, visioning efforts driven by community and business leaders can help a community retain current businesses and attract new opportunities to important town centers.

Increase the Availability of Affordable Housing for the Workforce.

The availability of housing that is priced appropriately for the industries a community is trying to attract or retain is key element of enhancing the ability of a community to grow its economy. Communities should explore grant opportunities and planning strategies that promote affordable housing for the workforce.

Provide and Promote Recreational Opportunities.

Communities should prioritize quality of life factors that make it an attractive place to live, work, and play. Recreational opportunities are not only essential for the promotion of a destination community, but also provide a competitive advantage when trying to attract new businesses and industries.

Ensure the Availability of Quality Healthcare Facilities.

Access to quality healthcare facilities is vital to community growth. Infrastructure such as hospitals, senior care and specialized medical practices can help support a growing population of employees.

Furthermore, these facilities are essential for part-time residents wishing to locate to your community. Programs that promote opportunities to age-in-place also encourage lifelong commitments to an area.

Promote Sustainable Building and Economic Development Practices.

Economic development and community planning practices should think ahead to consider future vulnerabilities and take into consideration practices to reduce energy consumption and promote adaptation to changing climates through the promotion of green building and other sustainable practices.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: **Sarah Beth Rogers**

*list additional cost centers on reverse side of form

REASON: State of Florida Dept. of Commerce grant for year 2 retail strategies.

Posted by Clerk:

RESOLUTION NO. 23-24-73

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-059 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 23-24-059 is hereby approved and authorized to appropriate State Grant awarded funding for Competitive Florida Partnership (Project #23059) for FY23/24. The fiscal impact is an increase in the amount of \$40,000.00.

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 19th day of March, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Brandon Gunn, Parks & Facilities Director

SUBJECT/TITLE: Request approval of a one (1) year renewal of the agreement for ITB-21-002, between Highlands County and Clarke Pest Controls Service, Inc.

STATEMENT OF ISSUE

The current agreement for ITB-21-002 for pest control services between Clarke Pest Control Services, Inc. and Highlands County expires April 23, 2024. The terms for the agreement was for three (3) years and may be extended two (2) times for a period of one (1) year upon mutual agreement of both parties. Attached is Amendment 1 for Clarke Pest Control, Inc. to extend the contract under the same terms, conditions and pricing.

RECOMMENDED ACTION

Move to approve one (1) year renewal of the agreement for ITB-21-002 between Highlands County and Clarke Pest Control Service, Inc.

FISCAL IMPACT

The fiscal impact is \$7,525 from Fund 005, (General Fund), Cost Center 2672, (Facilities Management) and Cost Center 1031 (Court Facilities), and Fund 5105 (Emergency Medical Service); and (Fund 181 (Fire Assessment Funds), Cost Center 3217 (Fire Assessment), Account 54900 (Other Charges/Obligation) . This item was submitted was submitted in the 2023/2024 budget(s).

Attachments: [Signed CLARKE PEST CONTROL 21-002 Expires 4.23.2024.pdf](#)
[1st Amendment - Highlands County Bid Extension 2024.0228.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **Clarke Pest Control Services, Inc.**, 309 S. Main Avenue, Lake Placid, Florida 33852, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Pest Control Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-002; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-002; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended for two (2) additional one (1) years terms at the same pricing.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR. Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY.

Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

SECTION 6. STANDARD OF CARE.

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

SECTION 7. COMPENSATION.

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

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 - 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 - 5. WORKERS' COMPENSATION: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 - 1. The name of the insured CONTRACTOR,
 - 2. The specified job by name and job number,
 - 3. List the COUNTY as a Certificate Holder on all applicable policies with the following clause:
 Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers.
 600 South Commerce Avenue, Sebring, FL 33870

4. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
 5. Recognizes the Indemnification requirements of this Agreement.
 6. The name of the insurer,
 7. The number of the policy,
 8. The effective date,
 9. The termination date,
 10. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS. At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:
- IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S**

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

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

judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

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

SECTION 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg/County Attorney's Office/Purchasing
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Sherry G. Sutphen, Esquire
County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
Ssutphen@bellroperlaw.com

CONTRACTOR: Clarke Pest Control Services, Inc.
309 S. Main Ave.
Lake Placid, FL 33852

SECTION 25. **MODIFICATION.**

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

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

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 33 day of April, 2021.

CONTRACTOR

CLARKE PEST CONTROL SERVICES, INC.

A Florida corporation

By: *Donald J. Clarke*

Print: Donald J. Clarke

Title: President

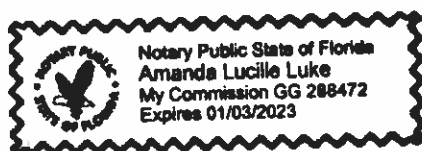
STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Donald J. Clarke, as President, of Clarke Pest Control Services Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16 day of April, 2021.

(stamp)

Amanda Lucille Luke
NOTARY PUBLIC, State of Florida



COUNTY:

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By Its Board of County Commissioners

Scott A. Kirouac
Scott A. Kirouac, Chairman

ATTEST:

Jerome Kaszubowski
Jerome Kaszubowski, Clerk



Exhibit "A" **Scope of Services**

A) BACKGROUND: Highlands County proposes to have an "Integrated pest Management" program to cover all County owned or leased facilities on a, as-needed recurring basis. Specifications have been prepared and included herein for the required work.

C) PROJECT MANAGER:

1. County and Fire Facilities: Mr. Richard Fleeger, Superintendent of the Parks and Facilities Department.

D) GENERAL INFORMATION:

1. The Contractor agrees to provide services for the control of invading pests such as roaches, ants, fleas, rodents, spiders, silverfish, etc. Nests, i.e., bee, wasp, mud dauber, spiders, etc., contained inside, or attached to, any building, adjacent shrubbery, walkways, parking areas, or common public access areas, etc. to the contracted facility will be treated and removed as part of the basic contract, without additional costs. Priority shall be given to public access areas or employee entrance areas where any stinging and/or biting insects are observed or located.

2. Rodent control is also required at all facilities.

3. Flea control is an included service and if required, will be done as needed.

4. The schedule for services is at the discretion of the County and can be monthly, quarterly, or yearly. The Project Manager or their designee will provide a Purchase Order and schedule for each service requested.

5. The first treatment for all listed buildings must be within 60 days of purchase order issuance.

6. A thorough full facility treatment is to be conducted as requested by the County not less than one time per year.

7. Exterior treatments are to cover no less than a 10' perimeter around the exterior for the facility.

8. The Contractor agrees to make return call visits, without charge, to eliminate any infestation that occurs between scheduled services.

9. The Contractor agrees to use only chemicals in and around the County's premises that conform to Federal, State, and local laws, and regulations. All chemical applications shall be used in accordance with manufacturer's guidelines and with all due precautions to prevent contamination of humans, domestic animals, and/or pets.

10. The Contractor agrees to not use any chemicals in or around contracted facilities that have not been previously approved of by the County's Superintendent of Parks and Facilities, Director or designated representative. Material Data Safety Sheets (MSDS) must be on file in the Facilities Management Office prior to any chemical being utilized by the Contractor on County facilities.

11. Pest control treatment for the Road and Bridge Complex include out buildings behind the main facility.

12. The Contractor may utilize any existing rodent traps located at facilities, however, it is expected that the Contractor will supply and/or maintain other traps or methods not provided by the County.

13. Please note that pest control service is also required in any parking bay such as those located in the Volunteer Fire Departments (VFD) and the Weed Control facility, also to include covered sidewalks' and over hangs for facility entrance ways.

14. The Contractor's failure or omission of the Contractor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work, their general and local conditions, and all matters which may in any way affect performance, shall not relieve the Contractor of any obligation to perform as specified herein. The Contractor understands the intent and purpose thereof and their obligations

there under and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

15. This scope of work is mainly for the interior and exterior of our buildings. However, any infestation into any building must be treated and eliminated regardless of where it originates.

-END OF SECTION-

Exhibit "B"
Pricing Schedule
21-002 ITB - PEST CONTROL SERVICES / ITEMIZED BID FORM
County
Facilities

#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Fleas Control
1	Avon Park	Avon Park Public Library	100 N. Museum Ave.	11,744	\$100.00	Included	Included
2	Avon Park	Avon Park Tag Office and NuHope	116 E. Main St.	5,652	\$75.00	Included	Included
3	Avon Park	AP Health Dept.	400 S. Lake Ave.	504	\$50.00	Included	Included
4	Avon Park	Road & Bridge Office Unit 1	516 CR 17A	1,850	\$50.00	Included	Included
5	Avon Park	Road and Bridge, Unit 1	516 CR 17A	2,898	\$50.00	Included	Included
6	Lake Placid	Lake Placid Health Department	104 N. Main St.	13,300	\$75.00	Included	Included
7	Lake Placid	Lake Placid Tax Collector's Office	11 N. Pine St.	2,679	\$50.00	Included	Included
8	Lake Placid	Star Center	13639 Josephine Ave	1,404	\$50.00	Included	Included
9	Lake Placid	Road & Bridge, Unit 3 Barn 1	1815 CR 621	3,328	\$50.00	Included	Included
10	Lake Placid	Road & Bridge, Unit 3 Barn 2	1815 CR 621	2,560	\$50.00	Included	Included
11	Lake Placid	Lake Placid Public Library	205 W Interlake Blvd.	11,358	\$75.00	Included	Included
12	Lake Placid	Istokpoga Park Restroom Building	720 Istokpoga Park Access Rd.	280	\$50.00	Included	Included
13	Lorida	Lorida Community Center	1909 Oak Ave.	6,020	\$50.00	Included	Included
14	Sebring	Land Fill (Behind Bldg #2)	12700 Arbuckle Creek	480	\$50.00	Included	Included
15	Sebring	Land Fill Office	12700 Arbuckle Creek	1,560	\$50.00	Included	Included
16	Sebring	Land Fill Scale House	12700 Arbuckle Creek	516	\$50.00	Included	Included
17	Sebring	Land Fill Shooting Range	12700 Arbuckle Creek	3,480	\$50.00	Included	Included

18	Sebring	Land Fill Shop	12700 Arbuckle Creek	2,800	\$50.00	Included	Included
19	Sebring	Land Fill Bldg (Beside Shop)	12700 Arbuckle Creek	1,080	\$50.00	Included	Included
20	Sebring	Sebring Public Library	319 W. Center Ave.	16,011	\$75.00	Included	Included
21	Sebring	Courthouse	430 S. Commerce Ave.	69,862	\$200.00	Included	Included
22	Sebring	State Attorneys	430 S. Commerce Ave.	9,447	\$75.00	Included	Included
23	Sebring	Govt Annex(eng.planning, bldg ,zoning)	501 S. Commerce Ave.	23,162	\$200.00	Included	Included
24	Sebring	Government Center	540 S. Commerce Ave.	60,347	\$200.00	Included	Included
25	Sebring	Public Defender	510 S. Fernleaf Ave.	4,964	\$50.00	Included	Included
26	Sebring	Facilities Management Warehouse	636 S. Fernleaf Ave.	2,900	\$50.00	Included	Included
27	Sebring	Facilities Management Office	636 S. Fernleaf Ave.	2,496	\$50.00	Included	Included
28	Sebring	Desoto City Community Center	6305 CR 17 S.	1,170	\$50.00	Included	Included
29	Sebring	Children's Advocacy Center	1000 Sebring Parkway	13,495	\$75.00	Included	Included
30	Sebring	Warehouse	4242 George Blvd.	2,080	\$50.00	Included	Included
31	Sebring	Road & Bridge Unit 2 Barn	4242 George Blvd.	18,250	\$75.00	Included	Included
32	Sebring	Road & Bridge Unit 2	4242 George Blvd.	1,188	\$50.00	Included	Included
33	Sebring	Road & Bridge Office/Shop	4344 George Blvd.	23,560	\$100.00	Included	Included
34	Sebring	Sign & Signal Shop	4344 George Blvd.	4,153	\$50.00	Included	Included
35	Sebring	Carpenter Shop	4344 George Blvd.	7,903	\$50.00	Included	Included
36	Sebring	Road & Bridge Wash Shed	4344 George Blvd.	1,925	\$50.00	Included	Included
37	Sebring	Weed Control Office/Barn	4344 George Blvd.	4,000	\$50.00	Included	Included
38	Sebring	Welding Shop	4344 George Blvd.	4,480	\$50.00	Included	Included

39	Sebring	Parks & Recreation Office/Barn	4344 George Blvd.	4,064	\$50.00	Included	Included
40	Sebring	Agri Civic Center	4509 George Blvd.	24,699	\$100.00	Included	Included
41	Sebring	AG Civic Center - Maintenance Barn	4509 George Blvd.	1,472	\$50.00	Included	Included
42	Sebring	Sebring Health Department	7205 S. George Blvd.	26,149	\$100.00	Included	Included
43	Sebring	Veterans Services	7205 S. George Blvd.	4,018	\$75.00	Included	Included
44	Sebring	Old County Land Fill Office	6000 Skipper Rd.	280	\$50.00	Included	Included
45	Sebring	Scale House (Desoto City Land Fill)	6000 Skipper Rd.	559	\$50.00	Included	Included
46	Sebring	Solid Waste Recycling Facility Office	6000 Skipper Rd.	1,680	\$75.00	Included	Included
47	Sebring	Recycling Administration Office	6000 Skipper Rd.	720	\$75.00	Included	Included
48	Sebring	Recycling Storage Building	6000 Skipper Rd.	1,080	\$75.00	Included	Included
TOTAL FOR COUNTY BUILDINGS (total each column)					\$3,325.00	\$0.00	\$0.00

21-002 ITB - PEST CONTROL SERVICES / ITEMIZED BID FORM

Fire Service

#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Fleas Control
49	Avon Park	Highlands Lake VFD #1	2840 N. Highlands Blvd.	5,150	\$75	Included	Included
50	Avon Park	Highlands Lake VFD #2	2450 CR 64 E.	1,831	\$75	Included	Included
51	Lake Placid	Highlands Park VFD #33A	1317 Columbus St.	6,990	\$75	Included	Included
52	Lake Placid	Highlands Park VFD Garage #33B	1321 Columbus St.	4,000	\$75	Included	Included
53	Lake Placid	Lake Placid Fire Department #36B	31 W. Hibiscus Ave.	5,532	\$75	Included	Included
54	Lake Placid	Leisure Lakes VFD #29	2874 Lake June Blvd.	5,000	\$75	Included	Included

55	Lake Placid	Placid Lakes Fire Department #39	300 Washington Blvd., N.W.	6,146	\$75	Included	Included
56	Lake Placid	Sun 'N Lake Fire Department #41	460 Sun 'N Lake Blvd.	7,500	\$75	Included	Included
57	Lorida	Lorida VFD #24	1172 US 98	3,750	\$75	Included	Included
58	Sebring	Desoto City Fire Department #18	4612 Desoto R.	3,518	\$75	Included	Included
59	Sebring	Leisure Lakes VFD #30	1231 Lake Josephine Dr.	1,987	\$75	Included	Included
60	Sebring	Emergency Operation Center	6850 W. George Blvd.	7597	\$75	Included	Included
61	Sebring	West Sebring Fire Department #9	2300 Longview Court	3,590	\$75	Included	Included
62	Sebring	Fire Rescue Admin.	4500 Kenilworth Blvd	12,000	\$75	Included	Included
63	Venus	Venus Fire Department #45	45 Venus Clubhouse Rd.	2,623	\$75	Included	Included
TOTAL FOR FIRE SERVICES (total each column)					\$1,125	\$0.00	\$0.00

21-002 ITB - PEST CONTROL SERVICES / ITEMIZED BID FORM							
			Fire/EMS Service				
#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Fleas Control
64	Avon Park	Avon Park EMS Station #4	51 East Wilhite (FKA Canfield St., Avon Park)	2,014	\$75.00	Included	Included
65	Lake Placid	Lake Placid EMS Station #38	17 W. Royal Palm Ave.	1,184	\$75.00	Included	Included
66	Lake Placid	Lake Placid EMS Station #38 Shed	17 W. Royal Palm Ave.	600	\$75.00	Included	Included
67	Lake Placid	Lake Placid Fire/EMS Station #36	11 West Interlake Blvd	5,633	\$75.00	Included	Included
68	Sebring	Sebring EMS Station #17	230 Peach St.	3,228	\$75.00	Included	Included
69	Sebring	West Sebring Fire/EMS Station #7	4212 Sun 'N Lake Blvd	4,635	\$75.00	Included	Included
70	Sebring	West Sebring Fire /EMS Station #10	3517 Hammock Rd	5,270	\$75.00	Included	Included

71	Sebring	DeSoto City Fire/EMS Station #19	6800 West Georg eBlvd	12,159	\$75.00	Included	Included
TOTAL FOR FIRE SERVICES (total each column)					\$600.00	\$0.00	\$0.00

ALTERNATES / TOTAL							
#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Flea Control
ALTERNATE(S): Items below are to be a priced per square foot for buildings located in each city. This will allow for future locations to be added as needed. As locations are added the total square feet will be determined and multiplied by the square foot price provided below.							
75	Avon Park	Miscellaneous Service	TBD	price per SF	.03 / \$50 minimum	Included	Included
75	Lake Placid	Miscellaneous Service	TBD	price per SF	.03 / \$50 minimum	Included	Included
76	Sebring	Miscellaneous Service	TBD	price per SF	.03 / \$50 minimum	Included	Included
77	Venus	Miscellaneous Service	TBD	price per SF	.03 / \$50 minimum	Included	Included

ADDITIONAL FACILITIES							
78	Sebring	Sports Complex Consisting of softball concession 6,223 sf, maintain barn is 2,400 sf. Multi concession 3,380 sf Total 12,003 sf.	216 Sheriff's Tower Rd	12,003	\$100.00	Included	Included
79	Sebring	Misc. Treatment- Vehicle	Maintenance Office 636 S. Fernleaf Ave.	As needed	\$50.00	Included	Included



CLARKEP

OP ID: PL 69

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2021

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

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

PRODUCER Wells & Associates 309 U.S. 27 South Lake Placid, FL 33852 Lawrence B. Wells, Jr.	863-465-7155	CONTACT NAME: Patti Downs PHONE (A/C, No, Ext): 863-465-7155 FAX (A/C, No): 863-699-1925 E-MAIL ADDRESS: pdowns@wellsinsurance.com
INSURED Clarke Pest Control Svcs Inc. P.O. Box 1786 Lake Placid, FL 33862		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins. Companies INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 13269

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	PHPK2180636	10/08/2020	10/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			PHUB738305	10/08/2020	10/08/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PCO Aggr \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Z072110409	05/05/2020	05/05/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Pest Control
Certificate holder is additional insured in regard to the general liability, per endorsement CG2010, blanket additional insured - as required by contract, coverage is primary and noncontributory, Waiver of Transfer of Rights, per CG2404. Waiver of subrogation in regard to workers' comp.

CERTIFICATE HOLDER

HCB0CC1

Highlands County, a Political
Subdivision of the State of FL
600 South Commerce Ave.
Sebring, FL 33870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patti Downs

**AMENDMENT 1 TO THE AGREEMENT
BETWEEN HIGHLANDS COUNTY AND
CLARKE PEST CONTROL SERVICES, INC.**

THIS AMENDMENT 1 is made by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the COUNTY and Clarke Pest Control Services, Inc., 309 S. Main Street hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on April 23, 2021, the COUNTY executed an Agreement with Clarke Pest Control Services, Inc., to provide Pest Control Services to the COUNTY (hereinafter referred to as "Agreement"), based on the solicitation and agreement negotiated; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to extend the term of the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. SECTION 2, TERM, is hereby amended to extend the term of the Agreement for one (1) additional year, through and including April 23, 2025.
2. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Amendment effective the ____ day of _____, 2024.

HIGHLANDS COUNTY

Kevin J. Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

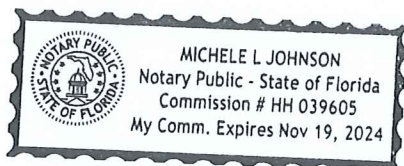
Print: _____

Title: _____

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Donald J. Clarke, as President,
of Clarke Pest Control, who personally swore or affirmed that he/she is authorized
to execute this Agreement and thereby bind the Contractor, and who is personally known to me or
who produced FIDC as identification, and who did/did
not take an oath this 28 day of Feb, 2024.

(stamp)



NOTARY PUBLIC



CLARKEP

OP ID: FL72

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2024

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

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

PRODUCER Wells & Associates 309 U.S. 27 South Lake Placid, FL 33852 Lawrence B. Wells, Jr.	863-465-7155	CONTACT NAME: Patti Downs PHONE (A/C, No, Ext): 863-465-7155 FAX (A/C, No): 863-699-1925 E-MAIL ADDRESS: pdowns@wellsinsurance.com
INSURED Clarke Pest Control Services, Inc. P.O. Box 1766 Lake Placid, FL 33862		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Ins. Companies INSURER B : Zenith Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 13269

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	PHPK2606138	10/08/2023	10/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X		PHUB882793	10/08/2023	10/08/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Z072110412	05/05/2023	05/05/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers, are named as additional insureds on commercial general liability and umbrella policies.

CERTIFICATE HOLDER

HCOCC1

Highlands County BOCC
600 S Commerce Ave
Sebring, FL 33870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patti A. Downs



CERTIFICATE OF LIABILITY INSURANCE

CLARK-1

OP ID: LL73

DATE (MM/DD/YYYY)

02/26/2024

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

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

PRODUCER FIRST INSURANCE OF LAKE PLACID 311 W INTERLAKE BLVD. LAKE PLACID, FL 33852- Curtis L Slade, III	CONTACT NAME: Curtis L Slade III PHONE (A/C, No, Ext): 863-465-7000 E-MAIL ADDRESS: curtis@firstinlp.com FAX (A/C, No): 863-465-7141
INSURED Clarke Pest Control Services PO Box 1766 Lake Placid, FL 33862	INSURER(S) AFFORDING COVERAGE INSURER A : Auto Owners Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18988

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		4330965001	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Highlands County Board of County Commissioners is listed as Additional Insured in regards to the Commercial Auto policy.

CERTIFICATE HOLDER**CANCELLATION**

HIGHCOU Highlands County Board of County Commissioners 4320 George Blvd Sebring, FL 33875	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Curtis L Slade, III
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

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

SUBJECT/TITLE: Request to waive the Landfill Tipping Fees for Highway Park Neighborhood Council Great American Cleanup March 20, 2024 through March 24, 2024

STATEMENT OF ISSUE

The Highway Park Neighborhood Council Great American Cleanup is requesting that the board waive the landfill tipping fee for their annual community cleanup scheduled for Wednesday, March 20, 2024 through Sunday March 24, 2024. The waste will be hauled to the landfill on Monday, March 25, 2024

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for the Highway Park Neighborhood Council Great American Cleanup.

FISCAL IMPACT

Landfill Staff estimates that the Highway Park Neighborhood Council Great American Cleanup will haul an estimated twelve (12) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$540.00 to be waived. The figures are based upon the Highway Park Neighborhood Council Great American Cleanup estimate of three (3) roll off bins for this event.

Attachments: [Great Am Cleanup email.pdf](#)
[Highway Park Cleanup Spreadsheet.pdf](#)

From: [Howerton Jr, Clinton](#)
To: [Diefendorf Jr, Robert A.](#); [Hestand, Rhonda S.](#)
Cc: [Lawrence, Mark](#); [Willis, Jennifer](#)
Subject: FW: GREAT AMERICAN CLEANUP
Date: Friday, February 23, 2024 8:02:21 AM
Attachments: [image001.png](#)

I'll let them know we will get it going. I think we will be too late to get it on the 5th meeting but we can get it in on the 19th meeting (unless admin tells us to push it for the 5th).



Clinton "Gator" Howerton, Jr., P.E., CPM

Critical Infrastructure Director
Highlands County Board of County Commissioners
863-402-6877
chowerton@highlandsfl.gov
www.highlandsfl.gov
505 S. Commerce Ave
Sebring, FL 33870

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Tuck, Arlene J. <atuck@highlandsfl.gov>
Sent: Thursday, February 22, 2024 7:41 PM
To: Hurner, Laurie <lhurner@highlandsfl.gov>; Sawyer, Nicholas A. <nsawyer@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>
Subject: Fwd: GREAT AMERICAN CLEANUP

Evelyn asked me about this and I told her to write the request to the county. Hope we can put it on consent agenda, instead of someone having to come to the Board meeting.

Thanks. Arlene

Get [Outlook for iOS](#)

From: Evelyn Colon <highwaypark@yahoo.com>
Sent: Thursday, February 22, 2024 4:54:02 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; Hurner, Laurie <lhurner@highlandsfl.gov>; Sawyer, Nicholas A. <nsawyer@highlandsfl.gov>
Cc: callahanteddy@yahoo.com <callahanteddy@yahoo.com>; Patrice Ayala <feieducation@yahoo.com>; Shirley E. Wilson <sw1971195@gmail.com>; sarahjsholtz@gmail.com <sarahjsholtz@gmail.com>; tiptop89@yahoo.com <tiptop89@yahoo.com>; Zephrein Augustine <zepaustine@gmail.com>; Quavis Shuler <gandatruks@gmail.com>; N'Kosi Jones <jones_nkosi@yahoo.com>

Subject: RE: GREAT AMERICAN CLEANUP

[CAUTION: External Message*]

Good afternoon,
The Highway Park Neighborhood Council is planning its 11th Great American Cleanup from March 20 to March 25, 2024. The purpose of this email is to ask for approval from the HBOCC for three (3) roll off bins, waiver of tipping fees, pickup and delivery.

This year's efforts will target Taylor Street and Old Cemetery Road. We would normally present our request to the HCBOCC in person. Please advise us of the current process so that we can prepare accordingly. Our GAC actually reduces cost to the county government for Code Enforcement staff to clean public areas.

We look forward to hearing from you. Thank you in advance for your support and cooperation.

Evie Colón, Executive Director
Highway Park Neighborhood Council
P O Box 1678
Lake Placid, FL 33852
ofc: 863/318-7481
cell: 904/655-1915

<http://www.hpnc.org>

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

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED GREAT AMERICAN CLEANUP - KEEP HIGHWAY PARK BEAUTIFUL						
Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2014						
1465220	7/29/2014	2001	2.23	\$ 45.00	\$ 135.00	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1465326	7/31/2014	2001	2.4	\$ 45.00	\$ 108.00	
1469493	10/23/2014	2001	5.47	\$ 45.00	\$ 246.15	
1469621	10/24/2014	2001	2.48	\$ 45.00	\$ 111.60	
1469717	10/27/2014	2001	1.24	\$ 45.00	\$ 55.80	
			13.82		\$ 656.55	
2015						
1479049	3/30/2015	2001	1.74	\$ 45.00	\$ 78.30	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1479234	4/1/2015	2001	1.21	\$ 45.00	\$ 54.45	
1479379	4/4/2015	2001	0.96	\$ 45.00	\$ 43.20	
1480817	4/29/2015	2001	0.43	\$ 45.00	\$ 19.35	
1480836	4/29/2015	2001	2.82	\$ 45.00	\$ 126.90	
1483318	6/12/2015	2001	1.89	\$ 45.00	\$ 85.05	
1483319	6/12/2015	2001	1.01	\$ 45.00	\$ 45.45	
			10.06		\$ 452.70	
2016						
1502849	3/25/2016	2001	0.87	\$ 45.00	\$ 39.15	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1506943	5/19/2016	2001	2.57	\$ 45.00	\$ 115.65	
1507839	6/3/2016	2001	1.43	\$ 45.00	\$ 64.35	
1511860	8/6/2016	2001	3.02	\$ 45.00	\$ 135.90	
1518076	11/8/2016	2001	1.33	\$ 45.00	\$ 59.85	
1518089	11/8/2016	2001	1.74	\$ 45.00	\$ 78.30	
1518379	11/12/2016	2001	0.39	\$ 45.00	\$ 17.55	
1518391	11/12/2016	2001	1.15	\$ 45.00	\$ 51.75	
			12.5		\$ 562.50	
2017						
1528035	3/27/2017	2001	1.13	\$ 45.00	\$ 50.85	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1529285	4/8/2017	2001	0.53	\$ 45.00	\$ 23.85	
1529300	4/8/2017	2001	1.99	\$ 45.00	\$ 89.55	
			3.65		\$ 164.25	
2018						
1564829	3/28/2018	2001	1.38	\$ 45.00	\$ 62.10	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1567139	4/17/2018	2001	1.74	\$ 45.00	\$ 78.30	
1567274	4/18/2018	2001	2.05	\$ 45.00	\$ 92.25	
			5.17		\$ 232.65	
2019						
1599285	3/11/2019	2001	0.66	\$ 45.00	\$ 29.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1599307	3/11/2019	2001	0.82	\$ 45.00	\$ 36.90	
			1.48		\$ 66.60	
2020						
1644058	6/24/2020	2001	2.17	\$ 110.00	\$ 238.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
			2.17		\$ 238.70	
2021						
1672653	3/30/2021	2001	2.06	\$ 45.00	\$ 92.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1672785	3/30/2021	2001	1.76	\$ 45.00	\$ 79.20	
1673015	4/1/2021	2001	1.13	\$ 45.00	\$ 50.85	
1672979	4/1/2021	2001	0.19	\$ 45.00	\$ 8.55	
1673054	4/1/2021	2001	0.37	\$ 45.00	\$ 16.65	
1673070	4/1/2021	2001	2.46	\$ 45.00	\$ 110.70	
1673370	4/5/2021	2001	0.47	\$ 110.00	\$ 51.70	
1673359	4/5/2021	2001	0.27	\$ 45.00	\$ 12.15	
			8.71		\$ 422.50	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

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

SUBJECT/TITLE: Request approval to waive the Landfill Tipping Fees for The Greater Leisure Lakes Civic Association April 6, 2024 through April 7, 2024

STATEMENT OF ISSUE

The Greater Leisure Lakes Civic Association is requesting that the board waive the landfill tipping fee for their annual community cleanup scheduled for Saturday, April 6, 2024 through Sunday, April 7, 2024. The Greater Leisure Lakes Civic Association will arrange for the waste to be hauled to the landfill on Monday, April 8, 2024.

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for The Greater Leisure Lakes Civic Association.

FISCAL IMPACT

Landfill staff estimates that The Greater Leisure Lakes Civic Association will haul an estimated fifteen (15) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$675.00 to be waived. The figures are based up the previous Greater Leisure Lakes Civic Association event in 2023.

Attachments: [Leisure Lake Civic Assoc email.pdf](#)
[Table of Waived Tipping fees - Leisure Lakes Civic Assoc.pdf](#)

From: [Mike Sorenson](#)
To: [Hestand, Rhonda S.](#)
Subject: Re: Greater Leisure Lakes Trash Pick up April 6 & 7th, 2024
Date: Monday, February 26, 2024 4:36:35 PM
Attachments: [image001.png](#)
[image001.png](#)

[CAUTION: External Message*]

Thanks Rhonda you're the best!

On Mon, Feb 26, 2024, 3:49 PM Hestand, Rhonda S. <rshestand@highlandsfl.gov> wrote:

Good afternoon, Mr. Sorenson,

The request has been received and is being processed.

Once approval has been received, I will contact you.

Should you have any questions do not hesitate to contact me.

Thank you,

Rhonda Hestand

Solid Waste Accounting Manager

Highlands County Board of County Commissioners

Email: rshestand@highlandsfl.gov

Phone: 863-402-7787

Online: <http://www.highlandsfl.gov>

Address: [12700 Arbuckle Creek Rd, Sebring, FL 33870](#)



From: mikesorenson@mkbsc.com <mikesorenson@mkbsc.com>
Sent: Monday, February 26, 2024 2:33 PM
To: Hestand, Rhonda S. <rshestand@highlandsfl.gov>; Lawrence, Mark <mlawrence@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Cc: Roberts, Kevin <kroberts@highlandsfl.gov>; delwell@highlandsfl.gov; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; info@kristensmoyer.com
Subject: Greater Leisure Lakes Trash Pick up April 6 & 7th, 2024

[CAUTION: External Message*]

After last year's successful area wide trash pick up, we want to do it again! With the County's assistance and waiving tipping fees, we took over 44,000 pounds of trash from the lake and streets and byways of our area.

We would ask you to provide us with the same assistance this year. We have businesses ready to provide trucks and trailers, many groups are ready to assist, High School students can complete public service hours, and our residents are excited to participate again.

This year, we also have a group interested in canal and lake cleanup. We look forward as a group to make our county a better place to live.

Last year, our fundraising provided four \$1000 scholarships, \$1000 to our voluntary firemen's auxiliary, and provided \$2400 to assist 8 families and 30 children at Christmas time.

If we can have your support again this year for our trash pick up event on April 6th and 7th next to the Fire Station, please respond as soon as possible so we can initiate our planning.

Best regards,

Mike Sorenson, for The Greater Leisure Lakes Civic Association

863-243-3440 mikesorenson@mkbsc.com

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless

you recognize the sender and know the content is safe.]

**HIGHLANDS COUNTY LANDFILL
TIPPING FEES WAIVED
The Greater Leisure Lakes Civic Association**

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2023						
1758457	4/22/2023	2001	0.74	\$ 45.00	\$33.30	Board waived fees - Greater Leisure Lakes Civic Association Community Cleanup
1758473	4/22/2023	2001	0.67	\$ 45.00	\$30.15	
1758484	4/22/2023	2001	2.67	\$ 45.00	\$120.15	
1758584	4/24/2023	2001	1.09	\$ 45.00	\$49.05	
1758544	4/24/2023	2001	1.50	\$ 45.00	\$67.50	
1758588	4/24/2023	2001	1.04	\$ 45.00	\$46.80	
1758625	4/24/2023	2001	1.43	\$ 45.00	\$64.35	
1758633	4/24/2023	2001	1.86	\$ 45.00	\$83.70	
1758709	4/25/2023	2001	2.25	\$ 45.00	\$101.25	
			13.25		\$596.25	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities for FY23/24.

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 19, 2023, for a total of \$375,000 for FY 23/24 recreation reimbursements for the municipalities: \$125,000 for Sebring, \$125,000 for Avon Park and \$125,000 for Lake Placid.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities for FY23/24.

FISCAL IMPACT

There is a fiscal impact of \$125,000 for the City of Avon Park's Recreation Interlocal Agreement which was approved in the Adopted Budget for FY 23/24 to be reimbursed from Fund 005/Cost Center 6101 Recreation/Account 54913.

Attachments: [Avon Park Rec Interlocal FY23-24 3.19.24.pdf](#)

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF AVON PARK FOR OPERATION AND MAINTENANCE OF
RECREATIONAL FACILITIES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the CITY OF AVON PARK, 110 East Main Street, Avon Park, FL 33825, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

WHEREAS, Florida Statutes, Section 163, authorizes the CITY and COUNTY to enter into an Interlocal Agreement for the provision of efficient and effective services; and

WHEREAS, the CITY owns operates and maintains certain recreational facilities which are utilized by both CITY and COUNTY residents; and

WHEREAS, the CITY has requested that the COUNTY cooperate and work with the CITY for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the CITY and used by CITY and COUNTY residents.
3. Procurement. The parties agree that, where applicable, the CITY shall be responsible for all bidding, contracting and supervision of any outside vendors. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.
4. Terms.
 - A. The CITY owns, Operates and Maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on **Exhibit "A"** to this Agreement during fiscal year beginning on October 1, 2023, and ending September 30, 2024.

- B. The COUNTY agrees to obligate and make available to the CITY up to \$125,000 to be used for actual operation and maintenance expenditures as provided in the CITY adopted recreation budget as contained in **Exhibit "B"** for the recreation facilities listed on **Exhibit "A"**.
- C. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.
5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.
6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.
7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.
8. E-verify. The CITY acknowledges the requirements of Florida Statutes, Section 448.095, and 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) which is incorporated herein by reference. To the extent applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CITY 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 CITY 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 CITY stating that the subcontractor does not employ,

contract with or subcontract with any ineligible individuals and the CITY 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. 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>.

9. Default. Upon the occurrence of any event of default by the CITY, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement 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 thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.
10. Indemnification and Sovereign Immunity.
 - A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
 - B. The COUNTY and the CITY expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
11. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.
12. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the

COUNTY and to the CITY. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CITY shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

CITY: CITY of AVON PARK
Attention: City Manager
110 East Main Street
Avon Park, Florida 33825

13. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.
14. Waiver. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
15. Amendment. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
16. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

17. Joint Negotiations. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.
18. Recording. The CITY shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the COUNTY.

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

DATED this _____ day of _____, 2024.

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

By: _____
Chris Campbell, Chairperson

Attest:

Jerome Kaszubowski, Clerk

DATED this 26th day of February, 2024.



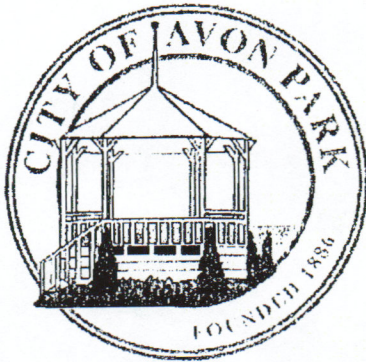
CITY OF AVON PARK

By: _____
Garrett Anderson, Mayor

Attest:

Christie Hardman
Christian Hardman, City Clerk

EXHIBIT "A"
List of Facilities



**CITY OF AVON PARK
RECREATION/PARKS
"EXHIBIT A"**

- A. **Martin Luther King Recreation Center (Memorial Field) – State Street**
 - Recreation Center (1)
 - Football Field (1)
 - Soccer Fields (2)
 - Track (1)
 - Basketball court (1)
 - Playground (1)
- B. **Durrah-Martin Complex – West Hall Street**
 - Baseball Fields (4)
 - Playground
 - Batting Cages
- C. **Lucy Derkman Complex – North Anoka Ave (Avon Elementary)**
 - Softball Fields (2)
 - Batting Cages
- D. **Donaldson Park – Main Street**
 - Permitted Swimming Area and Beach
 - Playground
 - Beach
 - Tennis Courts (2)
- E. **Lake Tulane Beach**
 - Permitted Swimming Area
 - Playground
- F. **Senior Activities Club – Main Street**
 - Shuffleboard Courts
- G. **ALINE McWHITE PARK – First Street**
 - Playground
 - Outdoor Basketball Court
- H. **Walnut Street Park**
 - Baseball Field (1)
 - Outdoor Basketball Court (1)
 - Play area (1)
- I. **Hicks Boat Ramp**
- J. **The Mall – (passive recreation)**
- K. **Veterans Memorial Park – (passive recreation)**

EXHIBIT "B"
Approved Budget



Budget Summary

BUDGET SUMMARY

CITY OF AVON PARK FISCAL YEAR 2023-2024

THE ADOPTED OPERATING EXPENDITURES OF THE CITY OF AVON PARK ARE 4.8 PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

Millage/\$1,000 of Property Value
4.3681

GENERAL FUND	INFRA-STRUCTURE	CRA's	WATER & SEWER	AIRPORT	SANI-TATION	TOTAL
--------------	-----------------	-------	---------------	---------	-------------	-------

ESTIMATED REVENUES

Ad Valorem Tax (Millage/\$1,000)	1,736,250	0	0	0	0	0	1,736,250
Sales and Use Taxes	470,000	1,600,000	0	0	0	0	2,070,000
Franchise Fees	819,000	0	0	0	0	0	819,000
Utility Service Tax	1,263,000	0	0	0	0	0	1,263,000
Business Tax	32,000	0	0	0	0	0	32,000
Permits and Fees	200	0	0	0	12,000	0	12,200
Intergovernmental	3,062,270	0	649,960	0	318,000	0	4,030,230
Fines and Forfeitures	21,500	0	0	0	0	0	21,500
Charges for Services	1,030,630	0	0	5,870,400	283,400	1,589,500	8,773,930
Other	685,400	0	0	410,500	226,000	43,760	1,365,660
TOTAL SOURCES	9,120,250	1,600,000	649,960	6,280,900	839,400	1,633,260	20,123,769
Transfers In	1,612,330			0	475,570	320,390	2,408,290
Fund Balance/Reserves/Net Assets	7,813,120	6,941,660	1,136,910	9,243,530	0	30,140	25,165,360
TOTAL REVENUES, TRANSFERS & FUND BALANCES	18,545,700	8,541,660	1,786,870	15,524,430	1,314,970	1,983,790	47,697,420

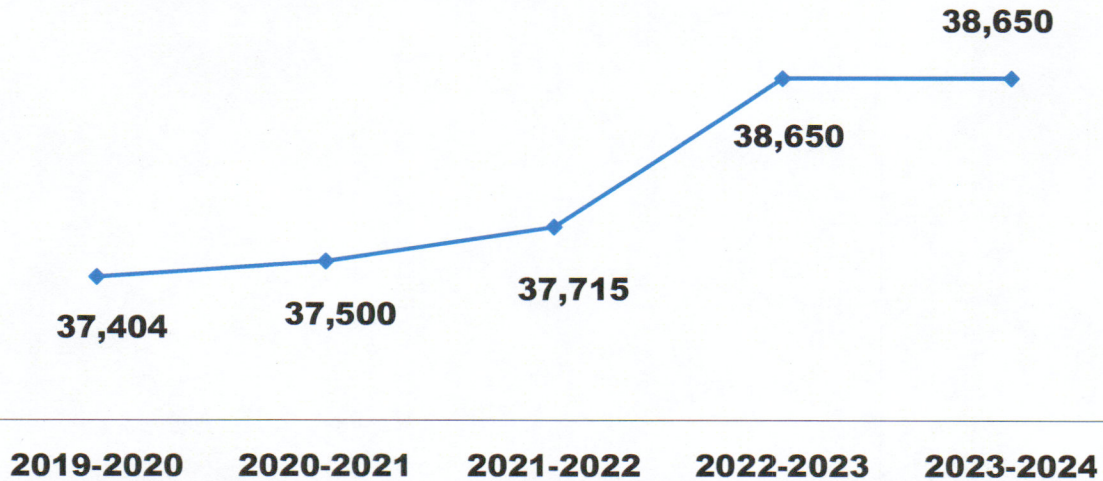
ESTIMATED EXPENDITURES

General Government	1,851,130	50,000	0	0	0	0	1,901,130
Public Safety	5,598,041	340,590	0	0	0	0	5,938,631
Physical Environment	0	0	1,786,870	7,100,220	0	1,983,790	10,870,880
Transportation	1,651,410	800,000	0	0	1,282,260	0	3,733,670
Economic Environment	0	0	0	0	0	0	0
Culture/Recreation	1,479,549	600,000	0	0	0	0	2,079,549
Debt Service	0	0	0	0	0	0	0
TOTAL EXPENDITURES	10,580,130	1,790,590	1,786,870	7,100,220	1,282,260	1,983,790	24,523,860
Operating Transfers Out	475,570			1,900,000	32,710		2,408,280
Fund Balance/Reserves/Net Assets	7,490,000	6,751,070	0	6,524,210	(0)	(0)	20,765,280
TOTAL EXPENDITURES, TRANSFERS, AND FUND BALANCES	18,545,700	8,541,660	1,786,870	15,524,430	1,314,970	1,983,790	47,697,420



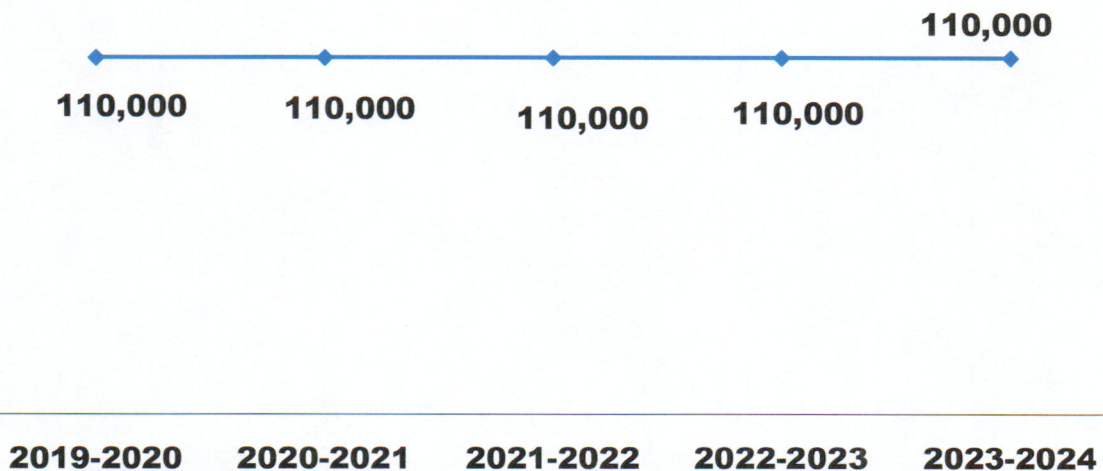
FDOT Mowing of ROWs Contract

Description: The City entered into a maintenance and compensation agreement with the State of Florida Department of Transportation (FDOT). The City is responsible for mowing and maintaining areas owned by or located on FDOT property located on the State Highway System within the jurisdictional boundaries of the City.



Highlands County Recreation Grant

Description: The City entered into an interlocal recreation grant agreement with Highlands County. The County makes annual disbursements to the City in the amount of \$110,000, this interlocal agreement is renewed annually in around March. Funding is used to offset expenses in the recreation department.

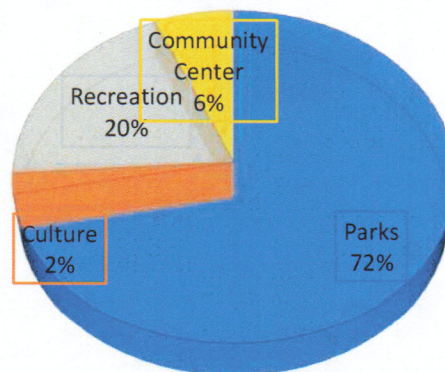




Parks & Recreation

Description: The Parks and Recreation Department is committed to providing the citizens of Avon Park with safe and enjoyable parks and facilities that enhance the overall quality of life and promote a sense of community

Department	Total Expense
Parks	446,130
Culture & Recreation	12,000
Recreation	121,590
Community Center	39,830
Total Operating Expense	619,550
Capital	60,000
Capital Grants	800,000
Total	1,479,550





Parks

PARKS		2019-2020	2020/2021	2021/2022	2022/2023	2023/2024
001-0601-572.11-00	EXECUTIVE SALARIES	3,132	7,427	-	-	-
001-0601-572.12-00	REGULAR SALARIES & WAGES	51,436	75,225	86,905	111,200	116,510
001-0601-572.14-00	OVERTIME	3,572	2,285	1,344	2,450	2,310
001-0601-572.17-00	ON CALL	-	-	-	-	-
001-0601-572.21-00	FICA	4,414	6,174	6,745	9,030	8,620
001-0601-572.22-00	RETIREMENT CONTRIBUTIONS	5,328	8,462	9,771	14,250	16,130
001-0601-572.22-14	CITY PLAN	-	-	-	-	-
001-0601-572.23-00	LIFE & HEALTH INSURANCE	390	580	612	850	870
001-0601-572.23-20	UHC	9,359	9,803	11,500	22,220	21,220
001-0601-572.24-00	WORKER'S COMP	3,995	8,016	8,582	9,440	11,710
	TOTAL PERSONNEL COSTS	81,626	117,971	125,458	169,440	177,370
001-0601-572.34-00	OTHER CONTRACTUAL SERVICE	300	1,231	1,603	10,000	-
001-0601-572.34-50	PRE-EMPLOYMENT	-	96	-	200	300
001-0601-572.41-00	COMMUNICATIONS SERVICES	1,107	881	602	1,140	480
001-0601-572.42-00	POSTAGE	-	-	455	-	600
001-0601-572.42-10	TRAINING SCHOOLS	529	-	-	400	400
001-0601-572.42-20	GASOLINE	1,182	1,788	3,213	2,500	3,500
001-0601-572.42-30	DIESEL	848	665	1,733	1,500	3,000
001-0601-572.43-10	ELECTRICITY	3,264	3,084	3,838	3,720	4,200
001-0601-572.43-12	ANOKA-SOFTBALL FIELD	792	887	1,201	1,200	1,440
001-0601-572.43-15	DURRAH MARTIN	6,165	8,161	7,943	9,200	12,000
001-0601-572.43-16	MEMORIAL FIELD-FOOTBALL	6,579	6,588	7,908	7,110	9,600
001-0601-572.43-17	ALINE MCWHITE PLAYGROUND	231	233	346	360	600
001-0601-572.43-18	LAKE TULANE	178	209	356	360	600
001-0601-572.43-30	WATER	17,705	11,321	12,283	14,000	15,000
001-0601-572.43-32	DURRAH MARTIN	2,444	4,412	2,959	3,000	3,600
001-0601-572.43-33	HEAD FIELD	-	-	-	-	-
001-0601-572.43-34	ANOKA-SOFTBALL FIELD	2,883	3,244	2,515	2,800	3,200
001-0601-572.43-35	WATER DONALDSON PARK	588	421	3,979	6,000	6,500
001-0601-572.43-36	MEMORIAL FIELD-FOOTBALL	146	119	169	240	500
001-0601-572.43-38	ALINE MCWHITE PLAYGROUND	906	961	894	1,000	1,500
001-0601-572.45-10	PROPERTY & OTHER INS	10,707	12,379	15,176	17,460	21,960
001-0601-572.46-10	BUILDINGS REP & MAINT	150	896	1,540	1,000	2,000
001-0601-572.46-20	VEHICLES REP & MAINT	2,138	2,511	3,538	3,000	1,500
001-0601-572.46-40	MACHINERY REP & MAINT	1,522	788	3,436	11,000	11,000
001-0601-572.46-41	MALL MAINTENANCE	7,157	2,290	6,612	10,000	12,000
001-0601-572.46-42	LAKE MAINTENANCE	800	832	947	2,000	2,000
001-0601-572.46-43	LAKE TULANE	-	2,259	386	2,000	2,000
001-0601-572.46-44	SPRINKLERS	622	4,203	3,048	5,000	17,000
001-0601-572.48-00	BALL PARK MAINTENANCE	53,720	57,030	45,654	62,000	104,000
001-0601-572.48-05	PLAYGROUND MAINT.	400	-	2,283	2,000	3,000
001-0601-572.48-10	TENNIS COURT MAINTENANCE	498	-	39	600	1,000
001-0601-572.48-15	MEMORIAL FOOTBALL FIELD	385	40	-	1,000	1,500
001-0601-572.48-20	DONALDSON PARK MAINT	1,238	2,221	1,662	2,500	2,500
001-0601-572.48-25	DURRAH MARTIN FIELD	3,876	5,431	5,863	7,000	8,000
001-0601-572.48-28	ANOKA SOFTBALL FIELD	-	273	382	700	1,000
001-0601-572.49-10	ADVERTISING EMP.	-	-	-	80	80
001-0601-572.51-00	OFFICE SUPPLIES	-	194	-	200	200
001-0601-572.52-00	OPERATING SUPPLIES	4,366	1,515	2,160	1,500	6,500
001-0601-572.52-49	JANITORIAL SUPPLIES	5,353	3,221	3,717	4,000	2,500
001-0601-572.56-00	UNIFORMS	2,951	1,308	1,567	2,000	2,000
	TOTAL OPERATING COSTS	141,730	141,690	150,008	199,770	268,760
		223,356	259,662	275,466	369,210	446,130



Parks (Continued)

Capital

\$ 200,000	Durrah Martin Park Improvements
\$ 200,000	MLK Jr. Sports Complex Improvement
\$ 100,000	Lake Tulane
<u>\$ 200,000</u>	Donaldson Park
<u>\$ 700,000</u>	Total Funded by Local Matching Funds

\$ 200,000	Durrah Martin Park Improvements
\$ 200,000	MLK Jr. Sports Complex Improvement
\$ 100,000	Lake Tulane
<u>\$ 200,000</u>	Donaldson Park
<u>\$ 700,000</u>	Total Funded by Grant Funds

<u>\$ 60,000</u>	Boys & Girls Club A/C Units
<u>\$ 60,000</u>	Total Funded by General Fund



Culture & Recreation

CULTURE/RECREATION			2019-2020	2020/2021	2021/2022	2022/2023	2023/2024
001-0651-574.82-00	00000	NOT FOR PROFIT DONATION	12,125	5,000	6,000	12,000	12,000
		TOTAL NONOPERATING	12,125	5,000	6,000	12,000	12,000

Recreation

RECREATION		2019-2020	2020/2021	2021/2022	2022/2023	2023/2024
001-0651-575.12-00	REGULAR SALARIES & WAGES	7,352	7,482	9,899	14,580	15,060
001-0651-575.14-00	OVERTIME	82		65	-	60
001-0651-575.21-00	FICA	563	548	751	1,010	1,100
001-0651-575.22-00	RETIREMENT CONTRIBUTIONS	664	749	1,059	1,750	2,060
001-0651-575.23-00	LIFE & HEALTH INSURANCE	46	43	51	90	90
001-0651-575.23-20	UHC	1,117	838	1,826	2,230	2,130
001-0651-575.23-35	EMPLOYER HSA CONTRIBUTION			129	-	
001-0651-575.24-00	WORKER'S COMP	243	220	236	260	330
001-0651-575.25-00	UNEMPLOYMENT COMPENSATION		0		-	
	TOTAL PERSONNEL COSTS	10,067	9,881	14,016	19,920	20,830
001-0651-575.34-00	OTHER CONTRACTUAL SERVICE	8,531	5,907	6,328	-	-
001-0651-575.41-00	COMMUNICATIONS SERVICES	626	660	674	840	720
001-0651-575.42-00	POSTGAGE	612	-	-	200	200
001-0651-575.43-10	ELECTRICITY	18,808	21,014	23,904	21,650	26,400
001-0651-575.43-30	WATER	1,979	2,037	2,574	2,400	2,400
001-0651-575.45-10	PROPERTY & OTHER INS	30,470	36,105	44,261	50,900	64,040
001-0651-575.46-10	BUILDINGS REP & MAINT	85,123	1,552	1,045	5,000	5,000
001-0651-575.46-40	MACHINERY REP & MAINT		-	168	1,000	1,000
001-0651-575.52-00	OPERATING SUPPLIES	41	-	431	1,000	1,000
001-0651-575.56-00	UNIFORMS			20		
	TOTAL OPERATING COSTS	146,189	67,274	79,405	82,990	100,760
		156,256	77,155	93,421	102,910	121,590





Community Center

COMMUNITY CENTER		2019-2020	2020/2021	2021/2022	2022/2023	2023/2024
001-0661-576.34-00	OTHER CONTRACTUAL SERVICE	552.95	588	867.65	600	800
001-0661-576.41-00	COMMUNICATIONS SERVICES	625.94	660	674.33	720	720
001-0661-576.43-10	ELECTRICITY	7,595	8,430	10,760	9,600	14,400
001-0661-576.43-30	WATER	3,455	3,485	3,486	3,600	3,600
001-0661-576.45-00	INSURANCE/ COMM. CTR.	6,246	7,221	8,852	10,180	12,810
001-0661-576.46-10	BUILDINGS REP & MAINT	2,776	6,603	6,421	6,000	6,000
001-0661-576.46-55	LAWN MAINTENANCE			518	1,500	-
001-0661-576.52-00	OPERATING SUPPLIES	942	1,971	2,134	1,500	1,500
TOTAL OPERATING COSTS		22,193	28,958	33,713	33,700	39,830





Parks & Recreation Five-Year CIP

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Durrah Martin Park FRDAP (50/50)	400,000	400,000	400,000	400,000	400,000
MLK Jr. Sports Complex FRDAP (50/50)	400,000				
Lake Tulane Park FRDAP (50/50)	200,000	200,000	200,000	200,000	200,000
Donaldson Park FRDAP (50/50)	400,000	400,000	400,000	400,000	400,000
Boys & Girls Club A/C Units	60,000				
F150 Extended Cab 4WD			70,000		
	1,460,000	1,000,000	1,070,000	1,000,000	1,000,000
Funding Source					
Grants	800,000	500,000	500,000	500,000	500,000
Infrastructure	600,000	500,000	500,000	500,000	500,000
General Fund	60,000	-	70,000	-	-
	1,460,000	1,000,000	1,070,000	1,000,000	1,000,000

2022-2028 – Durrah Martin Park: Plans for Durrah Martin Park include a passive/paved parking lot (storm water friendly); irrigation system; walking trail around the complex; additional bleacher seating; second child playground area; relocating and constructing a screened recycle/dumpster enclosure; and development of additional pavilions. 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$200,000 and the other 50% would come from local matching funds in the amount of \$200,000. Future improvements for Durrah Martin Park will continue each year and funding would be requested through FRDAP.

2022-2028 – Martin Luther King, Jr. Sports Complex: Plans for Martin Luther King, Jr. Sports Complex include the rehab of existing concrete bleachers; addition of new bleachers on the visitor side; improved basketball courts; replacement of rusted fencing around the field; re-striping the existing parking area; and addition of pavilions on the visitor's side of the field. 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$200,000 and the other 50% would come from local matching funds in the amount of \$200,000. Future improvements for the Martin Luther King, Jr. Sports Complex will continue each year and funding would be requested through FRDAP.

2023-2028 – Lake Tulane Playground: Lake Tulane and its beach area has historic significance to the City of Avon Park. Restrooms are in need of repair. The park has capacity to provide expanded recreational use and can be developed to include additional pavilions, a child playground area, beach improvements and parking. 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$100,000 and the other 50% would come from local matching funds in the amount of \$100,000. Future improvements for Lake Tulane Playground will continue each year and funding would be requested through FRDAP.



Parks & Recreation Five-Year CIP

2023-2028 – Donaldson Park: The park sits on the east side of Lake Verona, with a large sandy beach which city and county residences and other visitors truly enjoy. Plans for Donaldson Park include a Splash Pad (“spray-ground”) with age-appropriate areas and fencing; an amphitheater; new irrigation system throughout the park, and new/additional child playground equipment, new or refurbished sport’s facility (e.g., pickleball courts, etc.) 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$200,000 and the other 50% would come from local matching funds in the amount of \$200,000. . Future improvements for Donaldson Park will continue each year and funding will be requested trough FRDAP.

2023-2024 - Boys and Girls Club Gym A/C: There are (2) 15 ton HVAC units running the gym area in the boys and girls club. Each 15 ton air handler unit requires (2) 7.5 ton condensing outdoor units. Currently the gym area is running on 25% capacity due to (3) outdoor condensing units being inoperable and unrepairable. The office and classroom A/C’s are working but are very high maintenance and go down a number of times throughout the year. All of the A/C’s at the boys and girls club are 22-23yrs old and are in dire need of replacement.

2024 - 2025 – Ford F150 Extended Cab 4WD: This truck will be purchased for the Parks Department to replace a 2014 Ford F150 Truck (#9) that is no longer cost effective to maintain and will be sold at auction.

Highlands County **Expenditures By Cost Center - Detail 1 Year**

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2022 - 2023 Budget	2022 - 2023 Actuals	Current EOY Projection	2023 - 2024 Request	Variance
005	54913	57200	AVON PARK	\$110,000	\$0	\$0	\$125,000	13.6%
			AVON PARK RECREATION REQUEST				\$125,000	
005	54914	57200	SEBRING	\$110,000	\$110,000	\$0	\$125,000	13.6%
			SEBRING RECREATION REQUEST				\$125,000	
005	54915	57200	LAKE PLACID	\$110,000	\$0	\$0	\$125,000	13.6%
			LAKE PLACID RECREATION REQUEST				\$125,000	
Non Personal Expenditures				\$330,000	\$110,000	\$0	\$375,000	13.6%
Center: 6101 RECREATION				\$330,000	\$110,000	\$0	\$375,000	13.6%

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request approval of the Memorandum agreement collaborative water quality project with Florida Fish and Wildlife Conservation Commission (FWC), South Florida State College, and the County on Lake Glenada.

STATEMENT OF ISSUE

The memorandum agreement is a collaborative water quality project with Florida Fish and Wildlife Conservation Commission (FWC), South Florida State College, and the County on Lake Glenada. This project purpose is to reduce the available nutrients on Lake Glenada while also providing for increased native vegetation on the lake. FWC will provide floating islands and native plants on Lake Glendale. The County will provide Biochar filtration socks in association with the floating islands. The College will conduct water sample collection, analysis, and reporting. This collaborative project intent is to support the water quality of Lake Glenada and minimize the regularly algal blooms on this lake. Lake Glenada is also a total maximum daily load for nutrients via Department of Environmental Protection (DEP) making it a higher priority lake to provide support in water quality. Collaboration will deliver an educational aspect and support for future water quality and habitat restoration projects within the County. It will also provide support to the connective waterbodies to Lake Glenada.

RECOMMENDED ACTION

Move to approve memorandum agreement collaborative water quality project with Florida Fish and Wildlife Conservation Commission (FWC), South Florida State College, and the County on Lake Glenada.

FISCAL IMPACT

The fiscal impact is \$2000 and is already budgeted in Cost Center 6303/Account 55200.

Attachments: [FWC Highlands SFSC MOU JH signed.pdf](#)
[Highlands BOCC_Lake Glenda_170130-005 SFG.pdf](#)
[Lake Glenada Scope of Work.docx](#)

MEMORANDUM OF AGREEMENT

BETWEEN

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AND

HIGHLANDS COUNTY

AND

SOUTH FLORIDA STATE COLLEGE

FOR

LAKE GLENADA NUTRIENT REDUCTION PROJECT

FWC Agreement No. 23201

This Memorandum of Agreement (MOA) 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 Highlands County Board of County Commissioners, whose address is 600 S. Commerce Avenue, Sebring, Florida, 33870, hereafter "COUNTY," and South Florida State College, whose address is 600 W. College Drive, Avon Park, Florida, 33825, hereafter "COLLEGE," collectively, "Parties".

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as Lake Glenada Nutrient Reduction Project, hereinafter called "Project";

Section 1. RESPONSIBILITIES OF THE PARTIES

The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. RESPONSIBILITIES OF THE COMMISSION.

- A.1. The Commission will purchase and aid with the installation of six (6) fifty (50) square foot floating islands.
- A.2. The Commission will provide wild native plants as needed, collected from nearby waterbodies to install in each of the six (6) floating islands. Choice on what species to install will be collaboratively decided among the COMMISSION, COUNTY, and COLLEGE representatives.

B. RESPONSIBILITIES OF THE COUNTY.

- B.1. The COUNTY will provide and install forty-eight (48) 2' x8" Biochar filtration socks in association with the floating islands.
- B.2. The COUNTY will provide project monitoring to ensure structural stability of project assets.
- B.3. The COUNTY will provide a boat for water sampling purposes when needed.

C. RESPONSIBILITIES OF THE COLLEGE.

- C.1. The COLLEGE will provide water sample collection, preservation, and water quality analysis of each research site at their on-site water chemistry lab (Attachment A).
- C.2. The COLLEGE will provide all research project reports (Attachment A) to the COMMISSION and COUNTY within six (6) months of agreement completion.

Section 2. TERM OF THE AGREEMENT

It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect until December 31, 2024, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

Section 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

Section 4. NOTICES

All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION CONTACT INFORMATION:

David Holmberg
 Fisheries and Wildlife Biologist III
 Okeechobee Field Station
 3991 SE 27th Court
 Okeechobee, Florida 34974
 (863) 697-6323
 David.Holmberg@myFWC.com

COUNTY CONTACT INFORMATION:

Sherry G. Sutphen
 County Attorney's Office
 600 S. Commerce Ave.
 Sebring, FL 33870
 863-402-6501
 cstrahan@highlandsfl.gov

COLLEGE CONTACT INFORMATION:

James Hawker, Ph.D.
 Dean of Arts and Sciences
 600 W. College Drive
 Avon Park, Florida 33825
 (863) 784-7329
 James.Hawker@southflorida.edu

Section 5. PUBLIC RECORDS

All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

Section 6. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

Section 7. STATE REQUIRED CLAUSES.

- A. **Non-discrimination.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. **Prohibition of Discriminatory Vendors.** In accordance with Section 287.134, Florida Statutes, 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.
- C. **Public Entity Crimes.** In accordance with Section 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 perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner 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 36 months from the date of being placed on the convicted vendor list.
- D. **Legislative appropriation.** For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance is contingent upon an annual appropriation by the Legislature.

Section 8. NON-ASSIGNMENT

This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

Section 9. SEVERABILITY AND CHOICE OF VENUE

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement 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 Agreement 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 Agreement. 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 Agreement, COUNTY and COLLEGE affirm that COUNTY and COLLEGE 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. COUNTY and COLLEGE will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 10. NO THIRD-PARTY RIGHTS

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 11. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, 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 Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

Section 12. ENTIRE AGREEMENT; AMENDMENT

This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

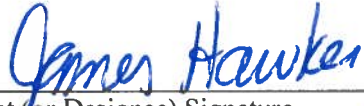
SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

COUNTY EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Highlands County	Florida Fish and Wildlife Conservation Commission
Kevin Roberts, Chair Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

COLLEGE EXECUTION SIGNATURE

South Florida State College

President (or Designee) Signature
Dr. James Hawker
Print Name
Dean, Arts & Sciences
Title
02/27/2024
Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work, Project Proposals



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

July 12, 2023

Highlands County Board of Commissioners- Samuel Eriksen
4344 George Blvd
Sebring, FL 33875
seriksen@highlandsfl.gov

File No. 0170130-005, Highlands County

Dear Samuel Eriksen:

On June 14, 2023, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-331.212, Florida Administrative Code (F.A.C.), to perform a nutrient reduction project to reduce phosphorus and nitrogen levels in Lake Glanada by constructing 9 field study locations, 3 of which will consist of 50 square foot wetland islands, 3 consisting of wetland islands and biochar filtration socks and 3 with only biochar filtration socks, within Lake Glenada, a Class II Florida waterbody. The Department has determined that the activities will result in no more than minimal adverse environmental effects and mitigation is not required. The activities authorized by this permit are located at 2475 US 27 Avon Park, Florida 33825, in Section 34, Township 33, Range 28 in Highlands County, at (N 27°34'01.3" W 081°30'34.8", N 27°33'54.3" W 081°30'29.6", N 27°33'45.2" W 081°30'26.3", N 27°33'54.9" W 081°30'05.8", N 27°33'46.0" W 081°30'07.2", N 27°33'38.6" W 081°30'09.5", N 27°33'38.5" W 081°30'30.5", N 27°33'37.5" W 081°30'33.9", N 27°33'36.3" W 081°30'37.8") Parcel ID C-34-33-28-A00-0061-0000.

Your intent to use a general permit has been reviewed by Department staff for State 404 Program authorization. **Your project qualifies for authorization.** However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

State 404 Program Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-331.212, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-331.201, F.A.C., the conditions of Rule 62-331.212, F.A.C. (attached), and any specific conditions, below. Any deviations from these conditions may subject the permittee to enforcement action and possible penalties. Please read each section carefully.

Please be advised that the construction phase of the GP must be completed by December 22, 2025. State 404 Program permits cannot be extended or renewed.

Specific Conditions

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

(1) Prior to initiation of any work authorized by this permit, all wetlands, surface waters, and storm drains, outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring, including the placement of turbidity curtains and staked erosion control devices around the project area and staging area(s) that are located outside of any authorized impact areas.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

1. The permittee shall be responsible for ensuring turbidity and erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
2. This permit authorizes permanent impacts to the wetland areas shown in the attached permit drawings only. No other wetland or surface water areas are authorized to be impacted, which includes but is not limited to clearing with the use of heavy equipment, filling, or excavation.

Specific Conditions – Listed Species

3. The Permittee shall report any injured, sick, or dead federally or state listed species discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).
4. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to ConservationPlanningServices@MyFWC.com.
5. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, F.A.C.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

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

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62- 110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Daniel Sensi
Program Administrator
South District

Enclosures: 62-331.212, F.A.C.

General Conditions for All General Permits, Ch. 62-331.201, F.A.C.

Project drawings, 4 pages

Certification of Compliance with State 404 Program General Permit, [form 62-331.200\(1\)](#)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Copies furnished to:

U.S. Environmental Protection Agency, State404FinalPermits-Florida@epa.gov

Highlands County Property Appraiser, mike@appraiser.co.highlands.fl.us

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

July 12, 2023
Date

62-331.212 General Permit for Scientific Measurement Devices.

(1) This general permit authorizes the following activities:

(a) Installation and removal of devices, whose purpose is to measure and record scientific data, such as staff gages, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures.

(b) Installation and removal of small weirs and flumes constructed primarily to record water quantity and velocity, provided the dredging or filling is limited to 25 cubic yards.

(2) Upon completion of the use of the device to measure and record scientific data, the measuring device and any other structures or fills associated with that device (e.g., foundations, anchors, buoys, lines,

etc.) must be removed to the maximum extent practicable and the site restored to pre-construction elevations.

Editor notes: The effective date of the rule will be the effective date of assumption, which is the date

identified by EPA as published in the Federal Register §373.4146, F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History—New 12-22-20.

Conditions for General Permits – Rule 62-331.201, F.A.C.

(1) General permits shall be subject to the conditions in subsections (2) and (3), below, and the general conditions for all general permits in Rule 62-330.405, F.A.C., except subsections 62-330.405(7) and (10), F.A.C. The Agency may revise the general conditions in Rule 62-330.405, F.A.C. to include references to applicable rules under this Chapter, as necessary.

(2) When a project requires submittal of a notice of intent to use a general permit, the Agency shall impose specific conditions as necessary to assure that the activities will be conducted in compliance with this Chapter, and in a manner which minimizes adverse impacts upon the physical, chemical, and biological integrity of wetlands or other surface waters, such as mitigation, monitoring, reporting, or recordkeeping requirements and protection measures for listed species or historical resources.

(3) In addition, general permits under this Chapter are subject to the following conditions:

(a) Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing shall be designed and constructed to minimize adverse effects to aquatic life movements.

(b) Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

(c) Migratory Bird Breeding Areas. Activities in state-assumed waters that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

(d) Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by general permits in Rule 62-331.211 or 62-331.244, F.A.C., or is a shellfish seeding or habitat restoration activity authorized by the general permit in Rule 62-331.225, F.A.C.

(e) Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or fill must be free from toxic pollutants in toxic amounts as listed in section 307 of the CWA, which is incorporated by reference in subparagraph 62-331.053(3)(a)3., F.A.C., or state law.

(f) Water Supply Intakes. No activity may occur within 1000 feet of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

(g) Fills Within 100-year Floodplains. The activity shall comply with applicable FEMA-approved state or local floodplain management requirements.

(h) Single and Complete Project. The activity must be a single and complete project. The same general permit cannot be used more than once for the same single and complete project unless otherwise stated within the general permit. (See 404 Handbook, section 3.2.1).

(i) Wild and Scenic Rivers. No general permit activity may occur in a component of the National Wild and Scenic Rivers System, or in a river officially designated by Congress as a study river for possible inclusion in the System while the river is in an official study status, unless the appropriate federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(j) Tribal Rights. No general permit activity may cause more than minimal adverse effects on tribal rights (including treaty rights, settlement rights, or rights reserved under state or federal law), protected tribal resources (including cultural or burial resources off reservation), tribal waters, or to tribal lands.

(k) Listed species. No activity is authorized under any general permit which is likely to directly or indirectly jeopardize the continued existence of an endangered or threatened species or a species proposed for such designation, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any general permit which may affect a listed species or critical habitat, unless the Agency has consulted with, or been provided technical assistance by the Florida Fish & Wildlife Conservation Commission, the U.S. Fish & Wildlife Service, and the National Marine Fisheries Service under their respective authorities and appropriate measures to address the effects of the proposed activity have been implemented or are required as a specific condition to the general permit.

(l) Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 – 712 (2018), incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12068>), and the Bald and Golden Eagle Protection Act, 16 U.S.C. §§ 668 – 668(d) (2018), incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12069>). The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether incidental take permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

(m) Historic Properties. In cases where the Agency determines, based on information from SHPO, that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized until a determination of “no effect” or “no adverse effect” is provided by SHPO.

(n) Manatees. In waters that are accessible to manatees, the permittee shall follow the “Standard Manatee Conditions for In-Water Work (2011)”, incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12070>).

(o) Sea turtles, smalltooth sawfish, Gulf sturgeon, or shortnose sturgeon. In waters that are accessible to these species, the permittee shall follow the “Sea Turtle and Smalltooth Sawfish Construction Conditions” (March 23, 2006), incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12071>).

(p) Use of Multiple General Permits. The use of more than one general permit under this Chapter for a single and complete project is prohibited, except when specified within a specific general permit, or when the acreage loss of state-assumed waters authorized by the general permits does not exceed the acreage limit of the general permit with the highest specified acreage limit.

(q) Transfer of General Permit Verifications. If the permittee sells the property associated with the general permit verification, the permittee shall transfer the general permit verification to the new owner by submitting a completed Form 62-331.100(1) – “Transfer of State 404 Program General Permit Verification” (effective date), incorporated by reference in subsection 62-331.100(2), F.A.C., within 30 days of the sale, to the Agency that processed the original notice.

(r) Compliance Certification. Each permittee who receives a general permit verification letter under this Chapter must submit a completed Form 62-331.200(1) – “Certification of Compliance with a State 404 Program General Permit” (effective date), incorporated by reference in subsection 62-331.200(4), F.A.C., within 30 days of completion of the authorized activity, or the implementation of any required compensatory mitigation, whichever is later.

(s) Activities Affecting Structures or Work Built by the United States. If an activity also requires permission from the Corps pursuant to 33 U.S.C. § 408 because it will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project, the prospective permittee is responsible for obtaining such permission separately from the Corps prior to commencing activities authorized by the general permit.

(t) If during the ground disturbing activities and construction work within the permit area, there are archaeological or cultural materials encountered which were not the subject of a previous cultural resources assessment survey or to which such impacts were not anticipated, including but not limited to pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement; the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Agency within the same business day. The Agency shall then notify the State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) or tribe when the interested tribe does not have a THPO, to assess the significance of the discovery and devise appropriate actions.

(u) Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries or effects to historic properties as referenced in accordance with condition (t), above, and if deemed necessary by the SHPO, or THPO(s), Tribes, or Agency. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the SHPO and THPO(s), or tribe when the interested tribe does not have a THPO, concerning potential effects to cultural resources or historic properties for finds under their jurisdiction, and from the Agency.

(v) In the event that unmarked human remains are identified, they shall be treated in accordance with Section 872.05, F.S. All work and ground-disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Agency, and State Archaeologist within the same business day. The Agency shall then notify the appropriate SHPO and THPO(s) and appropriate tribes and other appropriate consulting parties. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the medical examiner, State Archaeologist, and from the Agency. Additionally, if the unmarked remains were identified on federal lands, or lands where the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa – 470mm (2018), incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12072>), or the Native American Graves Protection Repatriation 25 U.S.C. §§ 3001-3013 (2018), incorporated by reference herein (<https://www.flrules.org/Gateway/reference.asp?No=Ref-12073>), applies, such activity shall not resume without written authorization from the SHPO, the appropriate THPO(s), and the federal land manager.

(w) Noncompliance. The permittee shall timely notify the Agency of any expected or known actual noncompliance.

(x) Inspection and entry. The permittee shall allow the Agency, upon presentation of proper identification, at reasonable times to:

1. Enter upon the permittee's premises where a regulated activity is located or where records must be kept under the conditions of the permit,
2. Have access to and copy any records that must be kept under the conditions of the permit,
3. Inspect operations regulated or required under the permit, and
4. Sample or monitor, for the purposes of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

(y) The permittee shall comply with all conditions of the permit, even if that requires halting or reducing the permitted activity to maintain compliance. Any permit violation constitutes a violation of Part IV of Chapter 373, F.S., and this Chapter, as well as a violation of the CWA.

(z) The permittee shall take all reasonable steps to prevent any unauthorized dredging or filling in violation of this permit.

(aa) Upon Agency request, the permittee shall provide information necessary to determine compliance status, or whether cause exists for permit modification, revocation, or termination.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History – New 12.22.2020.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) Not applicable.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have

permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) Not applicable.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

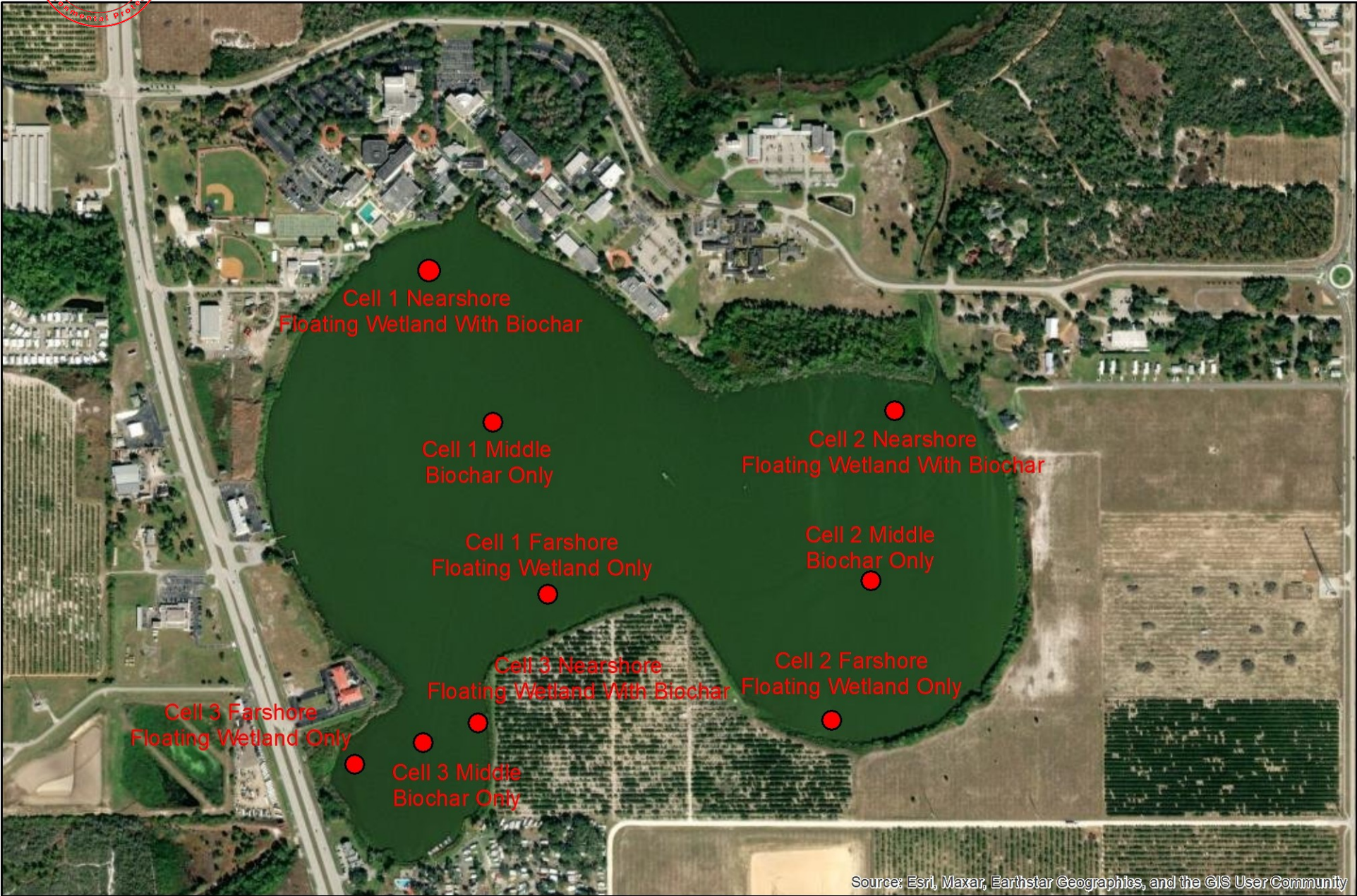
(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.



Lake Glenada Nutrient Reduction Pilot Project Locations



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

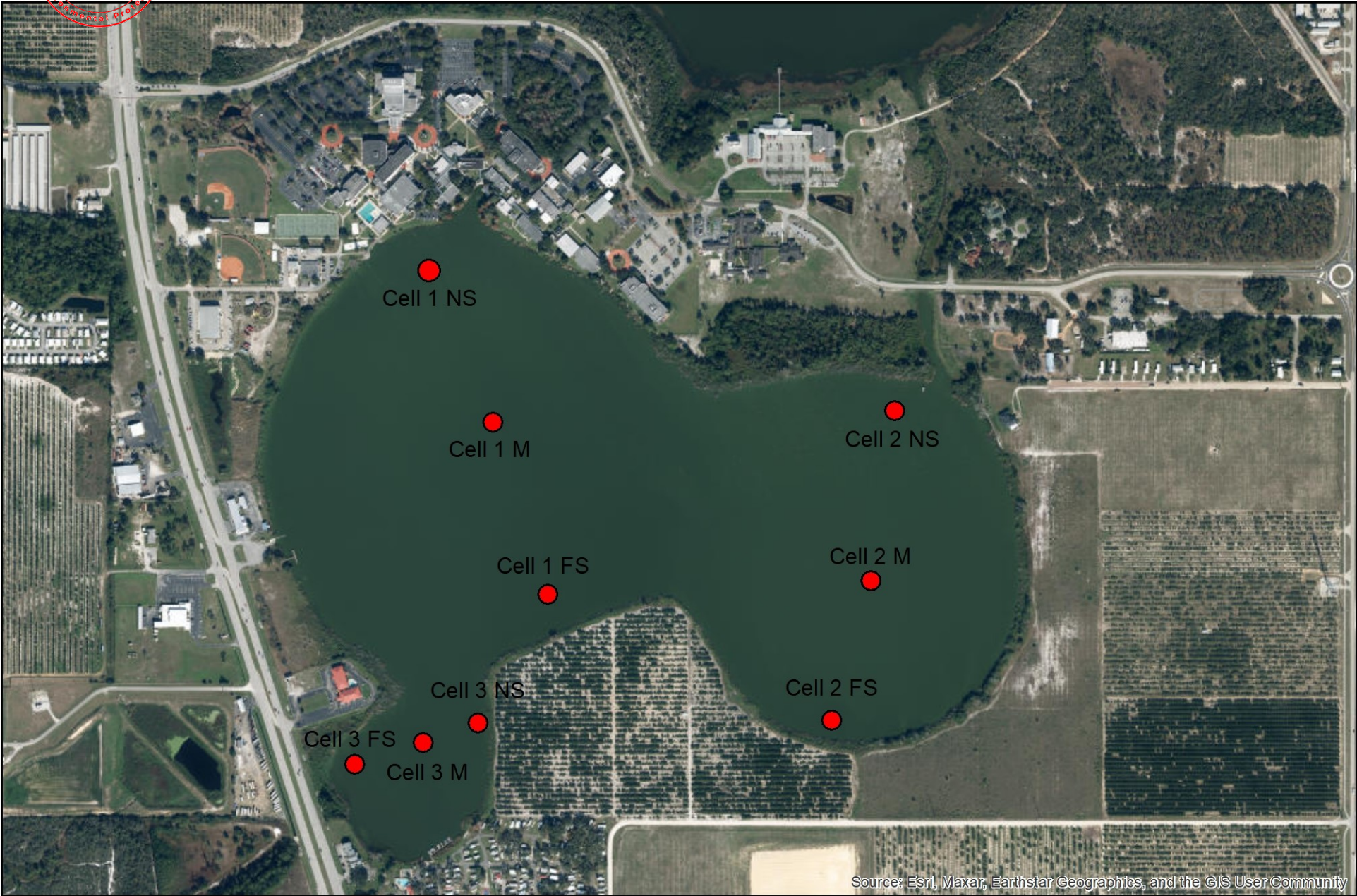
Legend

● Lake Glenada Test Plots





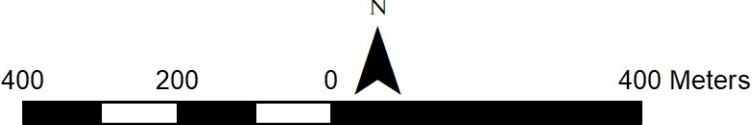
Lake Glenada Nutrient Reduction Pilot Project Locations



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

 Lake Glenada Test Plots

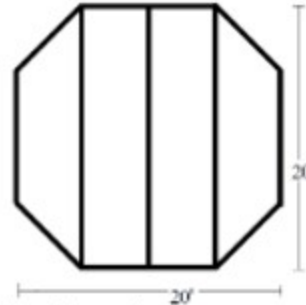




FLOATING WETLAND SKETCHES

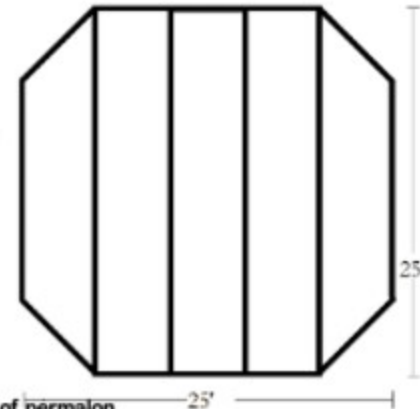
350 square feet

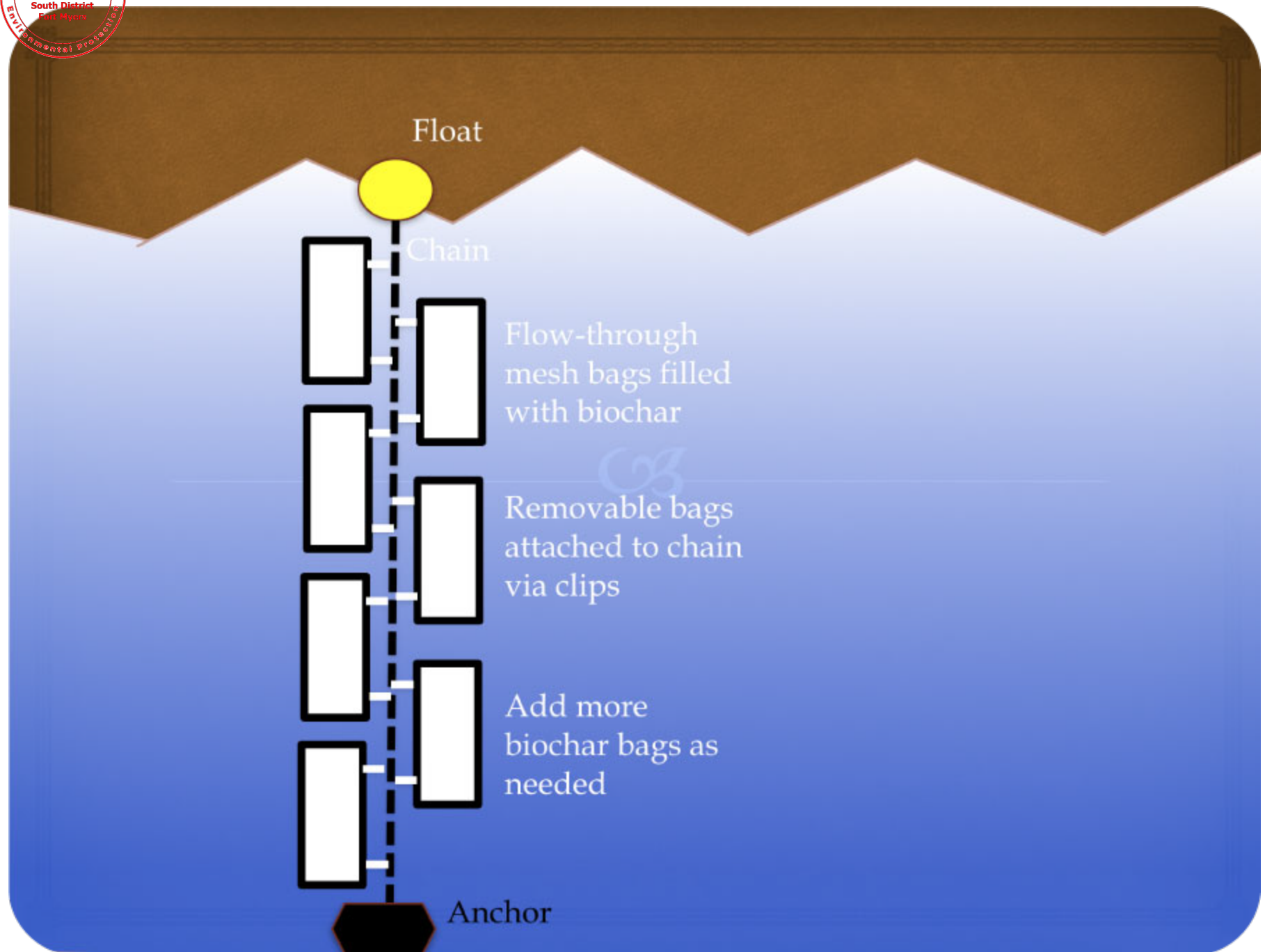
- 240 Aquatics
- 600 Grasses
- 4 – 20 ft. X 5 ft. strips –
- Each corner has – 3 ft. permalon
6 ft. rope
8 grommets
- Each end has - 1 – 4 in. X 8 in. piece of permalon
4 ft. rope
4 grommets



575 square feet

- 540 Aquatics
- 840 Grasses
- 5 – 25 ft. X 5 ft. strips –
- Each corner has – 5 ft. permalon
10 ft. rope
14 grommets
- Each corner has – 1 – 4 in. X 8 in. piece of permalon
4 ft. rope
4 grommets





Certification of Compliance with a State 404 Program General Permit

Instructions: To be completed, executed, and submitted to the Agency within 30 days of completion of the authorized activity.

Permit No:

Permittee's Name:

Permittee's Address:

Telephone Number:

Location of the Work:

Date Work Started:

Date Work Completed:

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES NO
TO SCHEDULE AN INSPECTION, PLEASE CONTACT AT

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to state-assumed waters:

Describe Mitigation completed (if applicable):

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date:

Name and Title

Enclosures:

- ☐ Attached drawing(s) depicting deviations from the permit (if any)
☐ Other

Lake Glenada

Nutrient Reduction Project

The purpose of this project is to reduce the available nutrients on Lake Glenada while also providing for increased native vegetation on the lake. The lake is consistently over its TMDL load due to multiple input sources ranging from storm water runoff, citrus groves, and septic tank seepage. The proposed project will be completed by the Florida Fish and Wildlife Conservation Commission (FWC), Highlands County Natural Resource Dept., and the South Florida State College located along the shoreline of Lake Glenada. Native vegetation will be sourced from local waterbodies using volunteers supervised by FWC staff and planted on the floating wetlands. Additional nutrient remediation products purchased by Highlands County will be attached to the anchor lines to supplement the vegetation. A maximum of six (6) sites will be placed in the lake on linear transects at different depths depending on their location within the lake.

Floating Wetlands: The floating wetlands consist of a 10' x 5' square polyethylene mat ½" thick with pre-cut holes for the planter pots to sit in. The planter pots are made of a biodegradable plastic. They will be anchored on one side with a ¾" rope attached to a one hundred (100) pound anchor. The anchor is made of a 5-gallon bucket with a stainless-steel eyebolt and poured cement. The biochar bags will be attached to the anchor line using zip-ties and sit within the water column.

Biochar: The bio-char bags consist of wood fragments that have been burned in a kiln to produce fine grain particles that are then placed inside a mesh sock. The bio-char surface area allows for increased nutrient retention, especially phosphorous. Once used the biochar can be used as a ground amendment.

Visibility: Each floating wetland will have a flag attached to the island to indicate its presence. In addition reflective material will be added to the flag in order to be visible to boaters at night.

Plants: Native plants used for this project will include: *Eleocharis* spp. (Jointed spikerush), *Pontederia cordata* (pickerelweed), *Sagittaria lancifolia* (duck potato), and *Paspalum geminatum* (Kissimmee grass).

Additional Information: Highlands County staff have already procured the permits for this project. In addition the College will conduct water quality assessments around the islands once they have been installed.

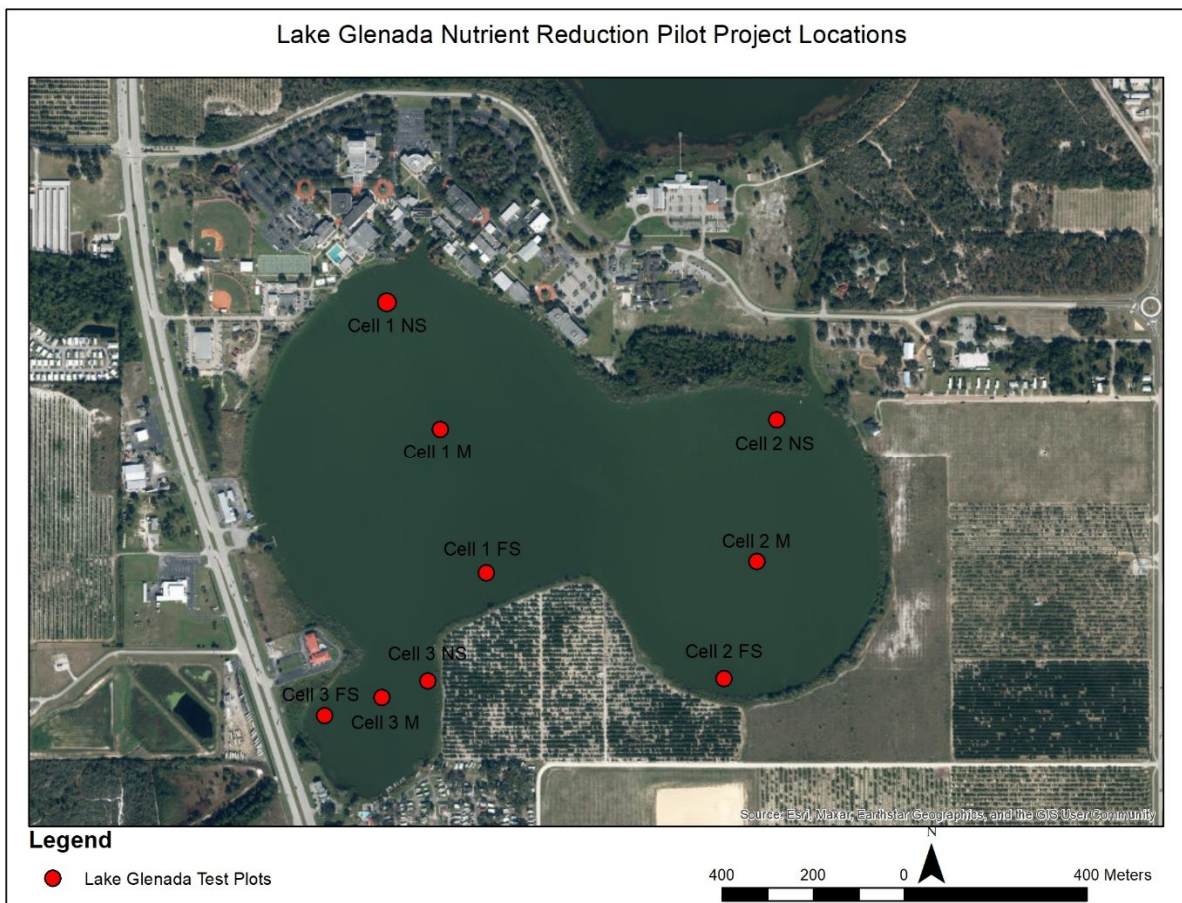


Figure 1: Proposed Location of floating islands.



Figure 2: Floating island once its planted.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

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

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-065 to reallocate funds within Fund 005, Cost Center 4501 for the purchase of a SP85 Rover Ranger 5 Origin Geospatial Receiver for the Critical Infrastructure Department

STATEMENT OF ISSUE

Critical Infrastructure would like to expand our capabilities by acquiring a SP85 Rover Ranger 5 GPS unit. This unit will facilitate efficient collection of data that will be used to supplement information needed related to the SRF drainage studies and build our inventory of drainage assets in the Cartegraph Stormwater Module. In addition, the unit will allow us to provide quick response for collecting high water elevations after major storm events. This data will be used to continue refining calibration of the computer drainage models.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-065 to reallocate funds within Fund 005, Cost Center 4501 for the purchase of a SP85 Rover Ranger 5 Origin Geospatial Receiver for the Critical Infrastructure Department.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 23-24 Budget within Fund 005 (General Fund), Cost Center 4501 (Critical Infrastructure Operations). This Budget Amendment is simply reallocating funds from Account 53400 (Contractual Services) to Account 56400 (Machinery & Equipment) in the amount of \$12,170.00.

Attachments: [23-24-065 Purchase Critical Infrastructure Equipment \(BA\) \(003\).pdf](#)

March 6, 2024

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

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

DATE: 3/5/2024

SUBMITTED BY: _____

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 4501

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Critical Infrastructure - Operations

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	4501	53400	Contractual Services		500,000.00		12,170.00	487,830.00
E	005	4501	56400	Machinery & Equipement		0.00	12,170.00		12,170.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This budget amendment is necessary to reallocate funds within Cost Center 4501, Account 53400 (Contractual Services) to Account 56400 (Machinery & Equipment) to facilitate the purchase of a SP85 Rover Range 5 Origin Geospatial Receiver for the Critical Infrastructure Department.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-065

TRANSFER TYPE:

Approval

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

XX ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Mar 19, 2024

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval to expend funds from the Special Law Enforcement Trust Fund.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to make a donation to the Florida Sheriff's Youth Ranches, Inc. This donation is on behalf of our participation at the Florida Sheriff's Association Commanders Academy Class #14 in the amount of \$1,000 and will be paid from the Special Law Enforcement Trust Fund in accordance with F1 Statute 932.7055(5)(c).

RECOMMENDED ACTION

Move to approve the expenditure of funds from the Special Law Enforcement Trust Fund.

FISCAL IMPACT

The fiscal impact of \$1,000 will be funded through the Special Law Enforcement Trust Fund (Fund 170), which is budgeted in cost center 3107 (Confiscated Property-State), account 54900 (Other Charges/Obligations).

Attachments: [Fund 170_SheriffsYouthRanch Exp Request.pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Pam Belanger, Facilities Services Specialist
Jennifer Roth, Administrator
Florida Department of Health, Highlands County

SUBJECT/TITLE: Request approval to surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health , Polk County.

STATEMENT OF ISSUE

The Florida Department of Health of Highlands County no longer operates a dental program and is requesting to donate remaining dental clinic equipment to Florida Department of Health in Polk County. This list of equipment supplements the first list of surplus dental equipment approved by the Board on December 19, 2023.

RECOMMENDED ACTION

Move to approve surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health, Polk County.

FISCAL IMPACT

No fiscal impact.

Attachments: [Department of health surplus form 3-1-24.pdf](#)

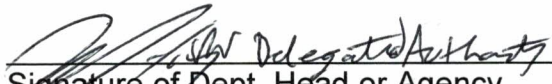


HIGHLANDS COUNTY BOCC SURPLUS FORM

DATE: 3/1/24



PLEASE COMPLETE ALL AREAS BELOW & FAX TO R&B WAREHOUSE 402-7425
ANY QUESTION PLEASE CALL 402-6527

SURPLUS ITEM # ASSIGNED BY WHS	FIXED ASSET # OR COST CENTER	DESCRIPTION	MAKE / MODEL COMPUTER OPERATING SPEED // ETC	GENERAL COMMENTS - CONDITION
	HD935	Dental Air System	AuStar 30	Retired
	HD936	Cavitron Plus		Retired
	HD1011	Cavitron Plus		Retired
	HD1038	Cavitron Plus		Retired
	HD1039	Cavitron Plus		Retired
Remember if your Item has a (FA) Fixed Asset Number, a Disposition Form will need to be filled out.	 Signature of Dept. Head or Agency Supervisor FL DEPT OF HEALTH 863-382-7201 Department or Agency Phone #			PLEASE SUBMIT ALL MANUALS, SOFTWARE, CD'S ETC

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sally Hood, Accounting and Finance Director
Highlands County Clerk of Circuit Court & Comptroller

SUBJECT/TITLE: Request approval of amendment #4 to the agreement for professional financial services between Highlands County and Clifton Larson Allen, L.L.P. for the fiscal year 2023 audit.

STATEMENT OF ISSUE

On April 6, 2021, the Board entered into an agreement with Clifton Larson Allen, L.L.P. for professional auditing services. Section 7 of that agreement establishes Time Requirements for Services. The Clerk's Office is requesting a 30 day extension to the requirements established in 7b, 7c and 7d to provide sufficient time for the completion of the County's FY 2023 annual audit and annual comprehensive report.

RECOMMENDED ACTION

Move to approve amendment #4 to the agreement for professional financial services between Highlands County and Clifton Larson Allen, L.L.P. for the fiscal year 2023 audit.

FISCAL IMPACT

No fiscal impact

Attachments: [CLA Amend 4 \(002\).pdf](#)

**AMENDMENT 4 TO THE AGREEMENT BETWEEN HIGHLANDS COUNTY AND
CLIFTONLARSONALLEN LLP FOR PROFESSIONAL FINANCIAL AUDITING
SERVICES**

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as "COUNTY" and CliftonLarsonAllen LLP, 2523 US Highway 27 South, Sebring, Florida 33870, hereinafter referred to as "AUDITOR".

WITNESSETH: WHEREAS, on April 6, 2021, the COUNTY executed an Agreement with the AUDITOR to provide professional external auditing services related to RFP #20-038, hereinafter referred to as "Agreement"; and

WHEREAS, the parties have concluded that the time provided for in Sections 7b, 7c and 7d should be extended for thirty days; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to extend the time accordingly.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and the AUDITOR is amended as follows:

The time deadlines provided for in Sections 7b, 7c, and 7d are hereby extended for thirty (30) days.

All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 19th day of March 2024.

(Signatures on following page)

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

Kevin J. Roberts, Chair

[SEAL]

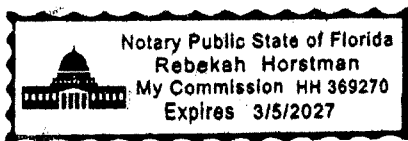
ATTEST: _____
Jerome Kaszubowski, Clerk

AUDITOR

By: Julie S. Fowler
Print: Julie S. Fowler, CPA
Title: Signing Director

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Julie Fowler, as Principal, of CLA, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 8 day of March, 2024.



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Brandon Gunn, Parks & Facilities Director

SUBJECT/TITLE: Request approval of the job description and pay grade for the Facilities Operations Manager position.

STATEMENT OF ISSUE

The Parks & Facilities department is requesting a conversion of the currently vacant Custodial Supervisor position to Facilities Operations Manager due to the expanding scope of facility services and assets. The Facilities Operations Manager will absorb the duties of the Custodial Supervisor as well as fulfilling key leadership and management roles for the County's Maintenance division. They will provide expertise and direction so as to reduce repair and maintenance cost by creating more efficient processes and procedures.

RECOMMENDED ACTION

Move to approve the job description and pay grade for the Facilities Operations Manager position.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is an increase of \$16,506.42 inclusive of benefits already included in the Adopted Budget for FY23/24 for Cost Center 2672.

Attachments: [Operations Manager Facilities 03.19.2024..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: Facilities Operations Manager		Division: Facilities		Department: Parks & Facilities	
Job Code: TBD		Pay Grade: 117		Pay Band: \$63,407.18 - \$95,110.77	
Included/Exempt: Exempt		FTE: 1			
EMPLOYEE:		Type of Transaction:			
		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	
1. This position reports directly to: Job Title <u>Parks & Facilities Director</u> Job Code <u>1101</u> Pay Grade <u>121</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					
Maint. Supervisor 0974 / 113					
Asst. Custodial Supervisor 1152 / 106					

POSITION DUTIES & RESPONSIBILITIES

General Description:

Provides the Facilities Division leadership, including supervision of employees and day-to-day activities to include Facilities maintenance, custodial services, and fiscal accountability and operational management over the Facilities Division. Develops and maintains building assessment list. Directly responsible for all operations and maintenance of Highlands County buildings and other assets.

Essential Job Functions:

The following statements describe the principle 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.

- Responsible for the selection, supervision, training, and evaluation of Facilities staff
- Develops and implements best practices and procedures for department staff.
- Maintains and improves operational management systems, processes, and tracking to enhance efficiency and effectiveness.
- Manage and supervise the workforce, including task allocation, setting deadlines, and monitoring performance.
- Assist in the development and implementation of Standard Operating Procedures for storm events, critical component failures, emergency repairs, and daily operations.
- Works closely with the Parks & Facilities Director and Administrative staff in monitoring the department budget, CFS, and all associated cost analysis reports.
- Responsible for managing and maintaining vendor relationships related to facilities. This includes but is not limited to security systems, HVAC, cleaning services, electricians, and others as assigned.
- Analyze data to identify process improvement opportunities and cost savings.
- Coordinate operational efforts between County departments, constitutional offices, and local agencies.
- Obtains quotes for operational and improvement projects needed for budget preparation.
- Manages results-oriented contract services, including bids, renewals, payment, supervision, and termination.
- Responsible for ensuring efficient operations of Facility Maintenance.
- Manages and oversees equipment and asset inventory.
- Find solutions that maximize efficiency and reduce cost by recognizing and preventing problems and points of contention.
- Performs other duties as required.

Knowledge, Skills, and Abilities:

- Ability to provide excellent team leadership and customer service to both internal and external customers.
- Demonstrated ability to organize and handle multiple complex projects simultaneously.
- Thorough knowledge of the principles and practices of facility management.
- Ability to make administrative/procedural decisions and judgments in the absence of the Parks and Facilities Director.
- Ability to delegate responsibility.
- Ability to maintain effective working relationships with contractors, suppliers, employees, and the public.
- Ability to prepare clear and concise reports and to maintain records.
- Ability to design and implement a system of research and analysis to support department operations.
- Ability to assess budgetary and capital outlay needs.
- Ability to understand and monitor the department's accounts within the County budgeting system to track funds, develop reports, and make recommendations.

Physical Skills:

- This job requires work that may involve walking on uneven ground, standing and/or sitting for long periods of time.
- Ability to climb stairs and ladders.
- Ability to lift a minimum of 50 pounds.
- Work often transfers from indoors to outdoors.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

- At least three years of experience in a responsible supervisory and/or administrative capacity.
- A comparable amount of directly related experience or training/certification may be substituted for the minimum educational requirements.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.

Other job related requirements:

Disaster Essential.

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

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

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

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 19, 2024

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request adoption of Resolution 23-24-81 for Budget Amendment 23-24-068 to appropriate Grant funds within the General Fund for SCAAP 2023 project 23063 to accomplish the grant/project program goals.

STATEMENT OF ISSUE

This budget amendment is necessary to appropriate grant funds within the General Fund to accomplish grant/program goals for FY23/24 for SCAAP 2023 (23063).

RECOMMENDED ACTION

Move to adopt Resolution 23-24-81 for budget amendment 23-24-068 to appropriate the FY 23/24 grant funds within the General Fund.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of \$7,645.00 for the SCAAP 2023 grant set up and is being appropriated in cost center 3323 (Detention & Corrections) and account 51001 (Project Personal Services).

Attachments: [23-24-068 SCAAP 2023 \(BA\).pdf](#)
[23-24-068R SCAAP 2023 \(Resolution\)2.pdf](#)

March 13, 2024

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 3/5/2024

SUBMITTED BY: Sheriff

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

PROJECT(S) #: 23063 PROJECT TITLE(S): SCAAP 2023 COST CENTER TITLE(S): Detention & Corrections

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312902Z	SCAAP Program Revenue	23063	0.00	7,645.00		7,645.00
E	005	3323	51001Z	Project Personal Services	23063	0.00	7,645.00		7,645.00
									0.00
									0.00
									0.00
									0.00

REASON: To set up Project 23063 SCAAP 2023.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-068

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied

County Administrator Approved Denied

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 23-24-81

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-068 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 23-24-068 is hereby approved and authorized to set up and appropriate budgeted funding into their respective Projects/accounts for Projects 23063 – SCAAP 2023 with a Fiscal Impact in the amount of \$7,645.00.

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 19th day of March, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Mar 19, 2024

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG-C) Agreement for FY 23-24

STATEMENT OF ISSUE

Attached is the Edward Byrne Memorial Justice Assistance Grant (JAG-C) Agreement for FY 23-24 in the amount of \$61,178.00 for the JAG Countywide grant program for FY 23-24.

RECOMMENDED ACTION

Move to approve and accept Federal Award Number: 15PBJA-22-GG-00656-MUMU with no required match and authorize the chair to sign the required Acceptance of Federal Funding Assistance page.

FISCAL IMPACT

There is no fiscal impact with the signing of the agreement until the Budget Amendment and Resolution are presented in a future meeting.

Attachments: [Sheriff R7202 - Federal Award - Agreement.pdf](#)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Highlands County Board of Commissioners
Recipient SAM UEI: DVGCMAE96DX5
Award Number: R7202
Award Period: 01/01/2024 – 09/30/2024
Award Title: C-R7202: JAG22 County Equipment
Federal Funds: \$61,178.00
Matching Funds: \$0.00
Total Funds: \$61,178.00
CFDA: 16.738
Federal Award Number: 15PBJA-22-GG-00656-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the Highlands County Board of Commissioners (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7202
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: Kevin Roberts, County Commission Chair

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: R7202
Recipient: Highlands County Board of Commissioners
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 - 09/30/2024

Problem Identification

Highlands County is a "Rural Area of Opportunity", or RAO, defined as a community struggling to generate sufficient revenue to provide critical government services, including public safety. Highlands County created a multiagency JAGC project that includes the Highlands County Sheriff's Office (HCSO), the Sebring Police Department (SPD), and the Town of Lake Placid Police Department (LPPD) to discuss the best use of potential law enforcement grant funding.

Due to increasing narcotics criminal activity, Highlands County seeks to improve surveillance technology for use in investigations. License plate reader surveillance technology (LPRs), placed in strategic locations, is the best use of scarce resources to combat crime. The HCSO is in the process of building a "real-time crime center" which eventually will be staffed by trained analysts. This project must be conducted in phases, and the acquisition and deployment of mobile speed trailers, enhanced with LPR cameras, is one of the first steps. The mobile speed trailer with LPR camera will record and provide real-time data. In addition, Highlands County needs to purchase two (2) traffic data classifiers. One data classifier will be installed on an existing mobile speed trailer, and the other will be installed on the new mobile speed trailer being requested, enhancing their capabilities.

The SPD is in desperate need of a custom covered wagon trailer. Currently, range equipment is transported to the firearms range in the back of a pickup truck. This method is cause for a couple of concerns. First, space is limited in the truck; therefore, law enforcement must make multiple trips to transport items. In addition, expensive items are often exposed to inclement weather. The wagon not only protects and transports these items, it will also provide storage over an extended period of time.

The LPPD needs a rugged laptop computer system in two patrol vehicles. These laptops will be used to replace existing laptops that have exceeded their useful life. Patrol laptops are crucial tools that allow law enforcement officers to access resources to identify criminals, and improve law enforcement activities.

Scope of Work

Under the Highlands County Board of County Commissioners, the Highlands County Sheriff's Office will act as the lead agency to administer the FY22 JAGC award, and acquire and distribute equipment on behalf of, and to, the partner agencies. The items sought for purchase are a covered wagon, a mobile speed trailer with LPR camera, traffic data classifiers, rugged laptops, and other costs associated with the startup and commissioning of the mobile speed trailer and a service package for the mobile speed trailer's LPR camera. All service agreements, extended warranties, etc. will be prorated from the service start date to the end date of this award.

Appendix B - Deliverables

Award Number: R7202
Recipient: Highlands County Board of Commissioners
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a custom covered wagon trailer, traffic data classifiers, rugged laptops, and a mobile speed trailer with LPR.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$60,016.35

Deliverable 2	Recipient will use federal grant funds to pay for a mobile speed trailer LPR service package and the start-up and commissioning of the mobile speed trailer.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$1,161.65

Appendix C - Approved Budget

Award Number: R7202

Recipient: Highlands County Board of Commissioners

Award Title: C-R7202: JAG22 County Equipment

Award Period: 01/01/2024-09/30/2024

Award Amount:	\$61,178.00	\$0.00	\$61,178.00
	Grant Funded	Match	Total

Standard Budget Terms

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

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

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

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Custom Covered Wagon Trailer	Quantity 1: Custom Covered Wagon Trailer @ \$7,195.00, less contribution of \$454.00, for a net grant cost of \$6,741.00.	\$6,741.00	\$0.00	\$6,741.00
Mobile Speed Trailer with LPR	Quantity 1: Mobile Solar LPR Speed Trailer @ \$41.863.52, plus Shipping @ \$950.00 for a total grant cost of \$42,813.52.	\$42,813.52	\$0.00	\$42,813.52
Rugged Laptops	Quantity 2: Two (2) Rugged Laptops (with peripherals such as adapters, keyboard, mouse, etc.) @ \$2,380.17/ea for a total cost of \$4,760.34, less contributions of \$965.17, for a net grant cost of 3,795.17.	\$3,795.17	\$0.00	\$3,795.17
Traffic Data Classifiers	Quantity 2: Two (2) Traffic Data Classifiers - One (1) to be installed on the Mobile Speed Trailer being purchased and another (1) will be installed on an existing trailer @ \$3,333.33/ea for a total grant cost of \$6,666.66. Highlands County will cover the costs of installation.	\$6,666.66	\$0.00	\$6,666.66
D. Equipment Subtotal:				\$60,016.35

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
Mobile Speed Trailer LPR Service Pkg	LPR Basic Svc pkg: One (1) service pkg @ \$400/yr: \$400/12 = \$33.33/mo. Highlands County paying for any fees outside of the award period.	\$166.65	\$0.00	\$166.65
Mobile Speed Trailer Startup & Commissioning	Quantity 1: Mobile Speed Trailer: Start Up & Commissioning (1 @ \$995.00).	\$995.00	\$0.00	\$995.00
H. Other Costs Subtotal:				\$1,161.65

Appendix D: Award Contacts

Award Number: R7202
Recipient: Highlands County Board of Commissioners
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 - 09/30/2024

Recipient Grant Manager (GM)

Name: Angela Bollinger
Title: Budget Manager
Address: 400 S. Eucalyptus Street
Sebring, FL 33870-3700
Phone: 863-402-7215
Email: abollinger@highlandssheriff.org

Recipient Chief Official (CO)

Name: Kevin Roberts
Title: County Commission Chair
Address: 600 S. Commerce Ave.
Sebring, FL 33870-3809
Phone: 863-402-6500
Email: kroberts@highlandsfl.gov

Recipient Chief Financial Officer (CFO)

Name: Michael Halloran
Title: Business Administrator
Address: 400 S. Eucalyptus Street
Sebring, FL
Phone: 863-402-7216
Email: mhalloran@highlandssheriff.org

Appendix E: Special Conditions

Award Number: R7202
Recipient: Highlands County Board of Commissioners
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0002 WITHHOLDING OF FUNDS: The recipient's EEO Certification (EEOC) expired during the application review process. EEOCs are valid for a period of one year from the date signed. Prior to the drawdown of funds, a current EEOC must be submitted to the Office of Criminal Justice Grants.
- S0003 At the time of application, the Recipient had not submitted a current EEO Plan Approval Letter to the Office of Criminal Justice Grants. The Recipient must submit an EEO Plan Approval Letter to the Office of Criminal Justice Grants at monitoring.
- W0004 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0005 This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the Recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national system, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
- S0006 A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

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

GENERAL REQUIREMENTS

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

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

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

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

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

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

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

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

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

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

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

U.S. Code:

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

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

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

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

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

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

State of Florida Statutes

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

Chapter 119, F.S., Public Records

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

Section 215.97, F.S. Florida Single Audit Act

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

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

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

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal

entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

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

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

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

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

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

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

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

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

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

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

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

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

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

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

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

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

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

SECTION I: TERMS AND CONDITIONS

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

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

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

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and

Drug Free Workplace” certification; and

- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 “Pay-to-Stay”** - Funds from this award may not be used to operate a “pay-to-stay” program in any local jail. Furthermore, no funds may be given to local jails that operate “pay-to-stay” programs. “Local jail”, as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. “Pay-to-stay” programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender’s apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

- 15.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOB)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.
- Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.
- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

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

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

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

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

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

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

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

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request

form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

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

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

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

SECTION V: MONITORING AND AUDITS

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

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

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

2.0 Assessments and Evaluations – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

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

4.0 Property Management - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 Award Closeout - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

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

- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gsl-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at
<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at
<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review

of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

- 15.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or

recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-

time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive,

task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation

of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 26.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 27.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Dustin Fitch, Interim Deputy Chief

SUBJECT/TITLE: Public Hearing to consider approval of Emerge Transport LLC application for a Class 1 Certificate of Public Convenience and Necessity (COPCN).

STATEMENT OF ISSUE

Emerge Transport LLC submitted a new application of COPCN Class 1 Non-Emergency Medical Transportation application to Highlands County EMS on January 23, 2024. The application was found complete and was publicly noticed on February 20, 2024, pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida.

RECOMMENDED ACTION

Move to approve Emerge Transport LLC application for a Class 1 Certificate of Public Convenience and Necessity (COPCN).

FISCAL IMPACT

No fiscal impact

Attachments: [Application.pdf](#)
[COI.pdf](#)
[Emerge NOTICE OF PUBLIC HEARING 2.pdf](#)
[COPCN - Class 1.pdf](#)



Highlands County Fire Rescue

RECEIVED
6/23/24

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NON-GOVERNMENTAL ENTITY MEDICAL TRANSPORTATION SERVICE LICENSE APPLICATION

Please type. Answer all questions that apply to the level of service to be provided. Attach additional sheets as needed.

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CHECK TYPE OF APPLICATION FOR CLASSIFICATION OF SERVICE

☒ New

☐ Renewal

☒ Class 1 (NEMT)

☐ Class 2 (BLS)

☐ Class 3 (ALS)

☐ Class 4 (Air)

emerge Transport LLC
Name of Service

4803 Vilabella Dr sebring FL 33872
Mailing Address City State Zip Code

863-250-3900 or 407-616-2288
Telephone

1. Ronald Joseph emergeTransportLLC@gmail.com
Owner's Name Email Address

P.O. Box 4054 Winter Haven FL 33885
Mailing Address City State Zip Code

(Attach names of elected officials associated with your service)

2. Ronald Joseph 407-616-2288 04(863) 250-3900
General Manager/Contact Person Telephone Email Address

3. Date incorporated/formation of business association: 02-20-2020 Attachment #

(Attach articles of incorporation; names and address of shareholders along with number of outstanding shares.)

Additional pages may be added as needed



Highlands County Fire Rescue



4. Attach FCC license/communications contract: (Attachment #_____)
5. Address of present/proposed main station and any substations (attach list if more than three substations):

Main Station: 4803 Vilabella Dr. Sebring FL 33872

Substation: 1112 Persimmon Ave Sebring FL 33872

Substation: _____

Substation: _____

6. Financial Information: (Attachment #_____)

N/A Provide a financial statement as listed in Highlands County Code of Ordinances Section 5-56.

7. Insurance: (Attachment #_____)

Provide copies of Certificates of Insurance as listed in Highlands County Code of Ordinances Section 5-52.

8. Vehicle information: Complete and attach appropriate form.
9. Personnel information: Complete and attach appropriate form.

10. All COPCN applicants:

A. Attach contract with a medical director as provided by State Law and include copy of DEA license (Class 2, 3, and 4 applicants only).

B. Statement describing geographical area served by your company.

C. Statement of facts and data describing the need for your service in Highlands County.

D. Schedule of proposed fees to be charged for your service.

E. Identify staffing patterns and operational hours for each permitted vehicle in your fleet.



Highlands County Fire Rescue



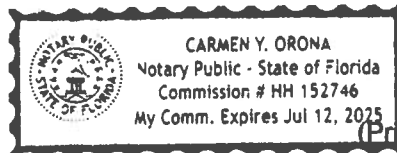
Ronald Joseph
Signature of Owner/Manager

owner
Title

STATE OF FLORIDA
COUNTY OF Highlands

Sworn to (or affirmed) and subscribed before me this 18 day of January, 20 24, by
Joseph Ronald (name of person making statement).

Seal



[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary
Public)

Personally Known: ☐ OR Produced Identification ☒

Type of Identification Produced: Driver License

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L20000057215
FILED 8:00 AM
February 20, 2020
Sec. Of State
thampton**

Article I

The name of the Limited Liability Company is:

EMERGE TRANSPORT, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1915 18TH ST NW

A

WINTER HAVEN, FL. 33881

The mailing address of the Limited Liability Company is:

P.O BOX 4054

WINTER HAVEN, FL. 33885

Article III

The name and Florida street address of the registered agent is:

BISDRICK FENELON

1915 18ST NW

A

WINTER HAVEN, FL. 33881

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BISDRICK FENELON

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AP
RONALD JOSEPH
473 JORDAN STUART CIRCLE
APOPKA, FL. 32703

Title: AP
TANISE FENELON
PO BOX 4054
WINTER HAVEN, FL. 33885

L20000057215
FILED 8:00 AM
February 20, 2020
Sec. Of State
thampton

Article V

The effective date for this Limited Liability Company shall be:

02/19/2020

Signature of member or an authorized representative

Electronic Signature: BISDRICK FENELON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



HIGHLANDS COUNTY FIRE RESCUE



178

COPCN VEHICLE
PERMIT APPLICATION FORM

Name of Service: EMerge Transport LLC

Business Address: 4803 Vilabella Dr

City and Zip Code: Sebring FL 33872 Business Phone Number: 863-250-3900

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☒ NEMT ☐ BLS ☐ ALS ☐ AIR

2. Type of Application: ☒ New ☐ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: Y592YE

Manufacturer: Ford 2011 Year/Model: E150

Vehicle Identification Number: 1FTNS1EW0BDA75926

Mileage: 270xxx Color Scheme: White
(Attach photograph of vehicle)

Unit Number: 506 License Plate Number: Y592YE

4. Please enclose with this application the permit fee of \$100.00:

Make the check payable to: Highlands County Board of County Commissioners

Ronald Joseph
Signature

owner
Title

01/19/2024
Date

Ronald Joseph
Print Name



HIGHLANDS COUNTY FIRE RESCUE

COPCN VEHICLE
PERMIT APPLICATION FORMName of Service: EMerge Transport LLCBusiness Address: 4803 Vilabella DrCity and Zip Code: Sebring FL 33872 Business Phone Number: 863-250-3910

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☒ NEMT ☐ BLS ☐ ALS ☐ AIR2. Type of Application: ☒ New ☐ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: _____

Manufacturer: Dodge 2015 Year/Model: CaravanVehicle Identification Number: 2C4RDGEG3FR605478Mileage: 200 *XX Color Scheme: Gray
(Attach photograph of vehicle)Unit Number: 500 License Plate Number: NBBP41

4. Please enclose with this application the permit fee of \$100.00:

Make the check payable to: Highlands County Board of County Commissioners

Ronald Joseph owner 01/19/2024
 Signature Title Date
Ronald Joseph
 Print Name



HIGHLANDS COUNTY FIRE RESCUE

COPCN VEHICLE
PERMIT APPLICATION FORM

Name of Service: Emerge Transport LLC
 Business Address: 4803 Vilabella Dr.
 City and Zip Code: Sebring FL 33872 Business Phone Number: 863-250-3900

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☒ NEMT ☐ BLS ☐ ALS ☐ AIR

2. Type of Application: ☒ New ☐ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: _____

Manufacturer: Dodge 2005 Year/Model: Caravan

Vehicle Identification Number: 1D4GP24R55B284657

Mileage: 150 XXX Color Scheme: Gray (Silver)
 (Attach photograph of vehicle)

Unit Number: 504 License Plate Number: 0FSW54

4. Please enclose with this application the permit fee of \$100.00:

Make the check payable to: Highlands County Board of County Commissioners

Ronald Joseph
 Signature

owner
 Title

01/19/2024
 Date

Ronald Joseph
 Print Name



HIGHLANDS COUNTY FIRE RESCUE

COPCN VEHICLE
PERMIT APPLICATION FORM

Name of Service: Emerge Transport LLC
 Business Address: 4803 Vilabella Dr
 City and Zip Code: Sebring FL 33872 Business Phone Number: 863-250-3991

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☒ NEMT ☐ BLS ☐ ALS ☐ AIR
 2. Type of Application: ☒ New ☐ Renewal
 3. Vehicle Data: State ALS / BLS Vehicle License Number: _____

Manufacturer: Dodge 2015 Year/Model: Caravan
 Vehicle Identification Number: 2C4RDGBG0FR684397
 Mileage: 150 XXX Color Scheme: BLK
 (Attach photograph of vehicle)
 Unit Number: 502 License Plate Number: 65AGHH

4. Please enclose with this application the permit fee of \$100.00:

Make the check payable to: Highlands County Board of County Commissioners

Ronald Joseph owner 01/19/2024
 Signature Title Date
Ronald Joseph
 Print Name



HIGHLANDS COUNTY FIRE RESCUE

COPCN VEHICLE
PERMIT APPLICATION FORM

Name of Service: emerge Transport LLC
 Business Address: 4803 Vilabella Dr
 City and Zip Code: Sebring FL 33872 Business Phone Number: 863-2503900

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☒ NEMT ☐ BLS ☐ ALS ☐ AIR
 2. Type of Application: ☒ New ☐ Renewal
 3. Vehicle Data: State ALS / BLS Vehicle License Number: _____

Manufacturer: Dodge 2008 Year/Model: Caravan

Vehicle Identification Number: 2D8HN44H08R760735

Mileage: 148 XXX Color Scheme: Blue
 (Attach photograph of vehicle)

Unit Number: 508 License Plate Number: AM18RV

4. Please enclose with this application the permit fee of \$100.00:

Make the check payable to: Highlands County Board of County Commissioners

Ronald Joseph owner 01/19/2021
 Signature Title Date
Ronald Joseph
 Print Name

Emerge Transport LLC

1/19/24

[illegible]

HIGHLANDS COUNTY COPCN CERTIFICATE VEHICLES



Name of Service:

Date:

[illegible]



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

Detail by Entity Name

Florida Limited Liability Company
EMERGE TRANSPORT, LLC

Filing Information

Document Number	L20000057215
FEI/EIN Number	84-4870323
Date Filed	02/20/2020
Effective Date	02/19/2020
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/10/2021
Event Effective Date	NONE

Principal Address

4803 VILABELLA DRIVE
SEBRING, FL 33870

Changed: 06/19/2022

Mailing Address

P.O BOX 4054
WINTER HAVEN, FL 33885

Registered Agent Name & Address

JOSEPH, RONALD
4803 VILABELLA DRIVE
SEBRING, FL 33870

Name Changed: 05/10/2021

Address Changed: 06/19/2022

Authorized Person(s) Detail

Name & Address

Title AP

JOSEPH, RONALD

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM**ACCOUNT NO. 230535****CLASS: A****PAYMENT DUE BY: 09/30/2023**

OWNER NAME	LOCATION
RONALD JOSEPH	1915 NW 18TH ST SUITE A WINTER HAVEN
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
EMERGE TRANSPORT LLC BISDRICK FENELON PO BOX 4054 WINTER HAVEN, FL 33885	480000 LTD TRANSPORTATION

SIGN HERE**EMERGETRANSPORTLLC@GM/**SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION
AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS
TRUE AND CORRECT.**AMOUNT DUE: 31.50****PAID - 1634888 07/07/2023 JEC****TAX 31.50 EMERGE TRANSPORT LLC****For Your Information: What You Need To Know About Tangible Personal Property**

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 230535****CLASS: A****EXPIRES:****09/30/2024**

OWNER NAME	LOCATION
RONALD JOSEPH	1915 NW 18TH ST SUITE A WINTER HAVEN
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
EMERGE TRANSPORT LLC BISDRICK FENELON PO BOX 4054 WINTER HAVEN, FL 33885	480000 LTD TRANSPORTATION

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTORTHIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION**PAID - 1634888 07/07/2023 JEC****TAX 31.50****EMERGE TRANSPORT LLC**



To whom it may concern,

Emerge Transport is a non-emergency transportation company that has been operating for over four years, it is based in Highland's in Polk County. EmERGE is also the only non- emergency transportation service that is in Highlands County. At EmERGE, we understand the importance of patients going to and returning from their scheduled appointments, in a prompt and safe manner. Therefore, we are intentional about our staff taking exceptional care of patients as they are being transported to their destination. Not only do we provide great service but we also have affordable prices. Additionally, emerge continues to abide by the health and medical protocols of agencies, ensuring and providing, for the safety for all patients. EmERGE Transport significantly appreciates your consideration in becoming a recommended transportation network for all patients.

Sincerely – EmERGE Transport

Phone: 863-250-3900

Office Manager: Pierre- Darline

Link: <http://www.emergetransport.com>



Vision Statement: Emerge Transport's vision is to continue to grow and prosper not only in one area but in most of Central Florida. At Emerge, we want to expand and grow while adhering to Christian protocols and treating patients with the utmost respect and care by providing a safe and determined healthcare transportation service.

Mission Statement: Emerge Transport's mission is to make every patient not just feel like a patient but feel like they are part of a family. Our mission is to get patients where they need to be safely and on time. We are a team of determined and compassionate people who are committed to making a difference in the lives of our patients and our community.



ABOUT US:

Emerge Transport Biography:

Ronald Joseph is the founder of EmERGE Transportation LLC, an emergency transportation service that helps patients/ clients in need of transportation to get to the hospital and appointments on time.

Experience includes:

- ✓ A EMT graduate
- ✓ A Patient Care-Tech at Orlando Health
- ✓ A Certified Claim Adjuster
- ✓ A Juvenile Justice mentor
- ✓ A Owner of U-first Transportation

Ronald Joseph is a Haitian American, who came to the United States in **1995**. Ronald Joseph is a graduate of Avon Park High School. He married his wife Darline 20 years later, with whom they have four beautiful kids. Ronald is a godly businessman who returned to Highlands County to give back to the community where he grew up, and his hometown and his transportation service is called EmERGE Transport.

Emerge Transportation was founded in **February 2020**. EmERGE is a transportation service business for all patients in need of medical transportation. EmERGE Transport's **GOALS** are:

1. To grow and prosper all throughout Central Florida
2. To be able to expand the fleet of transportation vehicles.
3. To improve communication services.
4. To open a transportation company building.
5. To be able to hire more employees.
6. To be able to provide ambulance transport.

FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD	
COMPANY: National Indemnity Company	20087
POLICY #: 74APS110627	EFFECTIVE DATE: 03/17/2023
☒ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY	☒ BODILY INJURY LIABILITY
NAMED INSURED: Emerge Transport 2523 US Hwy 27 S ADDRESS: Avon Park, FL 33825 (optional)	
YEAR: 2015	MAKE/MODEL: Dodge Grand Caravan
VEHICLE ID #: 2C4RDGCG3FR605478	
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE	

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2009 ACORD CORPORATION. All rights reserved.

FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD	
COMPANY: National Indemnity Company	20087
POLICY #: 74APS110627	EFFECTIVE DATE: 03/17/2023
☒ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY	☒ BODILY INJURY LIABILITY
NAMED INSURED: Emerge Transport 2523 US Hwy 27 S ADDRESS: Avon Park, FL 33825 (optional)	
YEAR: 2015	MAKE/MODEL: Dodge Grand Caravan
VEHICLE ID #: 2C4RDGCG3FR605478	
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE	

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2009 ACORD CORPORATION. All rights reserved.

FLORIDA COMMERCIAL AUTO INSURANCE
IDENTIFICATION CARD

COMPANY: National Indemnity Company

20087

POLICY #: 74APS110627

EFFECTIVE DATE: 03/17/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY
LIABILITY

NAMED INSURED: Emerge Transport
2523 US Hwy 27 S
Avon Park, FL 33825

YEAR: 2015

MAKE/MODEL: Dodge Grand Caravan

VEHICLE ID #: 2C4RDGBG0FR684397

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the
following information:

1. Name and address of each driver, passenger
and witness.

2. Name of Insurance Company and policy number
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2009 ACORD CORPORATION. All rights reserved.

FLORIDA COMMERCIAL AUTO INSURANCE
IDENTIFICATION CARD

COMPANY: National Indemnity Company

20087

POLICY #: 74APS110627

EFFECTIVE DATE: 03/17/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY
LIABILITY

NAMED INSURED: Emerge Transport
2523 US Hwy 27 S
Avon Park, FL 33825

YEAR: 2015

MAKE/MODEL: Dodge Grand Caravan

VEHICLE ID #: 2C4RDGBG0FR684397

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the
following information:

1. Name and address of each driver, passenger
and witness.

2. Name of Insurance Company and policy number
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2009 ACORD CORPORATION. All rights reserved.

191

**FLORIDA COMMERCIAL AUTO INSURANCE
IDENTIFICATION CARD**

COMPANY: **National Indemnity Company** 20087
 POLICY #: **74APS110627** EFFECTIVE DATE: **03/17/2023**

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY LIABILITY

NAMED INSURED: **Emerge Transport**
2523 US Hwy 27 S
 ADDRESS: **Avon Park, FL 33825**
 (optional)

YEAR: **2005** MAKE/MODEL: **Dodge Grand Caravan**
 VEHICLE ID #: **1D4GP24R55B284657**

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2008/07) © 2007-2008 ACORD CORPORATION. All rights reserved.

**FLORIDA COMMERCIAL AUTO INSURANCE
IDENTIFICATION CARD**

COMPANY: **National Indemnity Company** 20087
 POLICY #: **74APS110627** EFFECTIVE DATE: **03/17/2023**

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY LIABILITY

NAMED INSURED: **Emerge Transport**
2523 US Hwy 27 S
 ADDRESS: **Avon Park, FL 33825**
 (optional)

YEAR: **2005** MAKE/MODEL: **Dodge Grand Caravan**
 VEHICLE ID #: **1D4GP24R55B284657**

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2008/07) © 2007-2008 ACORD CORPORATION. All rights reserved.

FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD	
COMPANY: National Indemnity Company	20087
POLICY #: 74APS110627	EFFECTIVE DATE: 03/17/2023
☒ PERSONAL INJURY / PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY	☒ BODILY INJURY LIABILITY
NAMED INSURED: Emerge Transport 2523 US Hwy 27 S ADDRESS: Avon Park, FL 33825 (optional)	
YEAR: 2011	MAKE / MODEL: Ford Econoline
VEHICLE ID #: 1FTNS1EW0BDA75926	
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE	

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the
following information:

1. Name and address of each driver, passenger
and witness.
2. Name of Insurance Company and policy number
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2008 ACORD CORPORATION. All rights reserved.

FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD	
COMPANY: National Indemnity Company	20087
POLICY #: 74APS110627	EFFECTIVE DATE: 03/17/2023
☒ PERSONAL INJURY / PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY	☒ BODILY INJURY LIABILITY
NAMED INSURED: Emerge Transport 2523 US Hwy 27 S ADDRESS: Avon Park, FL 33825 (optional)	
YEAR: 2011	MAKE / MODEL: Ford Econoline
VEHICLE ID #: 1FTNS1EW0BDA75926	
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE	

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the
following information:

1. Name and address of each driver, passenger
and witness.
2. Name of Insurance Company and policy number
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 51 FL (2009/07) © 2007-2008 ACORD CORPORATION. All rights reserved.



January 19, 2024

Emerge Transport LLC
Ronald Joseph
2307 Fairway Lane
Sebring, FL 33872

RE: Highlands County Fire Rescue

To Whom It May Concern:

This letter is to inform you that the above member is an active member with MIDFLORIDA Credit Union. Accounts were opened in February 2020 and have been maintained satisfactory.

Should you need additional information, please give me a call at 863-382-6620.

Sincerely,

A handwritten signature in blue ink that reads "Kim Heintz".

Kim Heintz
AVP/Branch Manager



Locations Throughout Florida

(863) 688-3733 | Toll Free (866) 913-3733
P.O. Box 8008, Lakeland, Florida 33802-8008 | www.midflorida.com

Insured by
NCUA.



Highlands County Fire Rescue



COPCN MANAGEMENT INFORMATION FORM

Name of service: Emerge Transport LLC

Website address: Emergetransport.com

Highlands County business address:

4803 Vilabella Dr

City and Zip Code: Sebring FL 33872

Headquarters business address:

2307 Fairway LN

City and Zip Code: Sebring FL 33872

Dispatch telephone number: 863-250-3900
321-332-3511

Management Contact Information

Name: Ronald Joseph

24-hour contact number: 407-616-2288

Name: Darline

24-hour contact number: 321-332 3511



Normal Business Hours of Operation:

Monday – Saturday:

8:00 am - 6:00 pm

On Call: 6:00am - 11:00pm

Sunday: By Appointment

Extended Hours Available

Phone: 863-250-3900

Email: info@Emergetransport.com

emergetransportllc@gmail.com

Address: 4803 Vitabella Drive

Sebring, FL 33872

Service Areas: Highlands

Other Location: Upon Request



Highlands County Fire Rescue



Additional requirements:

1. Attach letter of any investigation or formal disciplinary action involving your agency by the Florida Department of Health, or any local, state, or federal agency. NO
2. The financial ability of the applicant to provide the proposed services based on, at minimum, attach the following criteria:
 - a. Audited financial statements or federal tax returns or, for newly formed corporations, personal audited financial statements from the principal(s), as defined by the county administrator.
 - b. Pro forma statements. B & N
 - ✓ c. Credit and bank references, and current official credit report.
 - d. Disclosure of any and all pending liabilities.
3. Attach the management plan of the applicant. ✓

All applicants:

1. Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of \$500, exact fees charged for notification process and vehicle permit fees of \$100 per vehicle listed on Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.
2. Renewal applicants: Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of \$500, exact fees charged for notification process, and vehicle permit fees of \$100 per vehicle listed on the Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.
 - If a request for renewal is less than three months from the expiration of COPCN or application inaccuracies caused by the applicant create a delay of renewal to extend beyond the expiration of the services current COPCN, a non-refundable \$250 late fee will be imposed and required paid prior to notification of renewal request.
 - Any renewal COPCN requiring an extension of service due to late filing to be brought before the Highlands County Board of County Commissioners will require a non-refundable \$1,000 extension fee imposed and paid prior to notifications of extension and renewal application request.

CINCINNATI OH 45999-0038

026374.548353.523687.12670 1 AB 0.537 852



EMERGE TRANSPORT LLC
RONALD JOSEPH MBR
PO BOX 4054
WINTER HAVEN FL 33885-4054

026374

CUT OUT AND RETURN THE VOUCHER BELOW IF YOU HAVE AN INQUIRY OR A RESPONSE.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

The IRS address must appear in the window.

0234409941

BODCD-

Use for inquiries only

Letter Number: LTR01470

Letter Date : 2023-12-

Tax Period : 000000



*****0323

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038



EMERGE TRANSPORT LLC

RONALD JOSEPH MBR

PO BOX 4054

WINTER HAVEN FL 33885-4054

844870323 IU EMER 00 2 000000 670 000000000000



CINCINNATI OH 45999-0038

In reply refer to: 023440994
Dec. 15, 2023 LTR 147C 0
84-4870323 000000 00
Input Op: 0234409941 00001426
BODC: SB

199

EMERGE TRANSPORT LLC
RONALD JOSEPH MBR
PO BOX 4054
WINTER HAVEN FL 33885-4054



026374

Employer identification number: 84-4870323

Dear Taxpayer:

Thank you for your inquiry of Dec. 06, 2023.

Your employer identification number (EIN) is 84-4870323. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.



Some references to go back to if needed:

- St. Camillus,
- Ochroid Cove Lake Placid
- Palm of Sebring
- Oaks of Avon Park
- Advent Health in Sebring
- Royal Care

Non-Emergency Medical Transportation Rates



BUSINESS HOURS 6:00 AM – 11:00 PM MONDAY – SATURDAY CLOSED SUNDAY

Types of Charge	Weekday/Weekend Business Hours	Holidays
Ambulatory – Base Rates	\$30	\$40
Wheelchair – Base Rates	\$65 -75	\$85
Stretcher – Base Rates	\$150 -225	\$285
Wait-time Fees (Per Hour)	\$50	
Additional Attendant Fees	\$30	\$50
(Bariatric) Up to 250 - 350lbs	\$225	\$325
OXYGEN REQUIREMENTS:	\$30	\$30
Mileage:	\$3 per mile	\$5 per mile

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
American Specialty Insurance Group, Inc.
270 S Central Blvd. Ste. 103
Jupiter, FL 33458

CONTACT NAME:
PHONE (A/C, No, Ext): (561) 683-1220
FAX (A/C, No): (561) 828-3818
E-MAIL ADDRESS: susie@asiginsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : KINSALE INSURANCE COMPANY

38920

INSURER B : National Indemnity Company

20087

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Emerge Transport
4803 Vilabella Drive
Sebring, FL 33872

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		0100244489-0	6/12/2023	6/12/2024	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ Included Sex Abuse/Moles \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		74APS110627	3/17/2023	3/17/2024	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Highland County, a political subdivision of the state of Florida and its elected officials, its agents, employees, and volunteers shall be named as an Additional Insured on all policies.

2015 Dodge Grand Caravan 2C4RDGCG3FR605478
 2015 Dodge Grand Caravan 2C4RDGBG0FR684397
 2005 Dodge Grand Caravan 1D4GP24R55B284657
 2011 Ford F150 1FTNS1EW0BDA75926
 2008 Ford Van 2D8HN44H08R760735

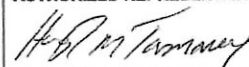
CERTIFICATE HOLDER

CANCELLATION

Highland County Board of County Commis
 600 S Commerce Ave
 Sebring, FL 33870

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

AUTHORIZED REPRESENTATIVE



**NOTICE OF PUBLIC HEARING TO CONSIDER
ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:**

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on March 19, 2024, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Fire Rescue has received from EMERGE TRANSPORT LLC, a registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health, an application for Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 1 nonemergency medical transport pursuant to Section 5-55 of the Code of Ordinances, Highlands County, Florida. The Class 1 nonemergency medical transport encompasses providing nonemergency transport services to persons who are confined to stretcher and/or wheelchair and whose condition is such that these persons do not need and are not likely to need basic life support or advanced life support during transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Interim Deputy Chief, at that address or by phone at (863) 402-7600. Photocopies may be obtained at that location for fifteen cents (\$0.15) per page, single sided, and twenty cents (\$0.20) per page, double sided.

All interested persons may appear and be heard at the time and place specified above.

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: /S/ James K. Duppenthaler

ATTEST:

Jerome Kaszubowski, Clerk

TIMELINESS OF PUBLISHING: THIS NOTICE MUST BE PUBLISHED NO LATER THAN February 20, 2024

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, Emerge Transport LLC applied for a Class 1 Nonemergency Medical Transportation licensure I Highlands County to provide nonemergency medical transport to the citizens of the county who are confined to stretchers and wheelchairs and whose condition is such that these persons do not need nor are likely to need, immediate medical attention during transport: and

WHEREAS, Emerge Transport LLC, has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, Emerge Transport LLC, has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to Emerge Transport LLC for Class 1 Nonemergency Medical Transport for a period of two years.

This license is effective March 19, 2024, and will expire March 19, 2026, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

Kevin Roberts, Chairman, Board of County
Commissioners

Date: March 19, 2024

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-24-632SS for an approximate 9.91-acre parcel, from Conservation/Management Lands (CM) to Agriculture (AG).

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for an approximate 9.91-acre parcel to change the Future Land Use Map from Conservation/Management Lands (CM) to Agriculture (AG). The subject property has an existing structure and retains its native vegetation. The Applicant is proposing to utilize the property for agricultural uses and the construction of one single-family residence.

There is a companion request for a zoning change from Conservation/ Management Lands District (CM) to Agricultural District (AU), P&Z 2149, to maintain consistency between the future land use designation and the implementing zoning district.

The Planning and Zoning Commission recommended approval of CPA-24-632SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-23, CPA-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce 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: [CPA-24-632SS Staff Report for BCC.pdf](#)
[CPA-24-632SS Application.pdf](#)
[CPA-24-632SS Ordinance.sgs.pdf](#)
[Ordinance Fiscal Impact form.pdf](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Small Scale Comprehensive Plan Amendment	BCC Hearing Date: 3/19/2024
Case Number: CPA-24-632SS	Case Name: Zebrasky FLUM Amendment
Agent: Dana Riddell and Jeff Kennedy	Property Owners: Jeffrey Zebrasky
Public Hearing: BCC	Case Staff Member: Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 9.91-acre parcel from Conservation/Management Lands (CM) to Agriculture (AG)

General Location: An approximate 9.91-acre parcel located approximately 10.95 miles east of Lake Istokpoga, 0.33 miles east of CR 721 on the northeast side of Boondock Road, and 1.19 miles north of the CSX railroad right-of-way; the address being 90 Boondock Road, Lorida.

PARCEL ID: C-08-36-33-A00-0080-0000

Staff Recommendation and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 23-24-23, CPA-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.
- Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.
- Excerpt from the February 13, 2024, DRAFT P&Z Minutes and Recommendation to the BCC:** **“7A. HEARING NUMBER CPA-24-632SS – JEFFERY ZEBRASKY, C/O DANA RIDDELL AND JEFF KENNEDY** An approximate 9.91-acre parcel located approximately 10.95 miles east of Lake

Istokpoga, 0.33 miles east of CR 721 on the northeast side of Boondock Road, and 1.19 miles north of the CSX railroad right-of-way; the address being 90 Boondock Road, Lorida; and abbreviated legal description as follows: An approximate 9.91-acre parcel located in Section 8, Township 36 South, Range 33 East, Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Conservation/Management Lands (CM) to Agriculture (AG). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received in favor of or against the request. One member of the audience, Mr. Butch Thompson, asked for clarification on the proposed uses for the property. Staff noted the application indicated the construction of a single-family residence. Mrs. Riddell noted the applicant may decide to have cattle or chicken in the future, though not planned at this time, but has no plans for an intense agricultural operation.

Motion by Mr. Boring and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 9.91-acre parcel, from CM to AG.

The subject property has an existing structure and retains its native vegetation. The Applicant is proposing to utilize the property for agricultural uses and the construction of one single-family residence.

There is a companion request for a zoning change from Conservation/Management Lands District (CM) to Agricultural District (AU), P&Z 2149, to maintain consistency between the future land use designation and the implementing zoning district.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Legal Nonconforming Miscellaneous Structure & SFWMD Flowage/Inundation Easement	CM	CM
Adjacent Property to the North	SFWMD Conservation Easement & Kissimmee River Floodplain	CM	CM
Adjacent Property to the South	Soil Grazing	CM (Pending AG)	CM (Pending AU)
Adjacent Property to the East	Non-Ag Rural Tract	CM	CM
Adjacent Property to the West	Single-Family Residence	AG & CM	AU & CM

3. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.6, Conservation/Management Lands (CM).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.282: Conservation/Management Lands District (CM).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY

Policy 1.2: Land Use Categories, Densities, and Intensities

D. Land Use Categories:

1. Agriculture (AG): Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including biofuel feedstock and other resource based activities, and recreation and open space.

- e. Additional Uses which may be granted upon approval of an application Subject to Specific Criteria set forth in the Land Development Regulations...

Criteria for granting such approval of additional uses shall be based upon site specific evaluation of soil suitability, stormwater treatment, traffic, land use compatibility with surrounding properties, water supply including aquifer recharge, utility availability including water, wastewater and solid waste disposal and impact on natural resources and environmental systems.

- 5. The use does not attract spin-off urban development or may not be a desirable activity in the urbanized area because of external impacts on adjacent lands.

OBJECTIVE 8: KISSIMMEE RIVER

Policy 8.1: Special Measures for Kissimmee River Flood Plain

The County shall review all land use changes that are proposed adjacent to restoration projects regarding the re-alignment of the river for impacts. In addition, proposed land use changes within the floodplain to the south of the restoration area shall be reviewed for impacts.

Policy 8.2: Consistency with Kissimmee River Plan

The County shall ensure that proposed land use activities within the Kissimmee River's 100-year flood plain are in compliance with the stated goals of the applicable Resource Management Plan.

Department Comments and Analysis of Petitioner's Proposal:

- 1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

Zoning Division: The staff has no objection to this request.

Natural Resources Division: Conservation Overlay Map shows property is xeric upland. Owner needs to follow Comp Plan guidelines and clear no more than 2 acres. With an ECR (not a Simplified ECR), he/she may be able to clear more.

- 2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Health and the Engineering Department.
- 3. **The following Departments, Divisions, and Agencies did not respond:** Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, and Avon Park Air Force Range.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as sloping slightly from west to east with an elevation between 35 and 40 feet.
2. **Soils:** The soil underlying the site are *Pomello Sand, 0 To 5% Slopes*.
 - i. *Pomello Sand, 0 To 5% Slopes:* This soil is nearly level to gently sloping, moderately well drained, the available water capacity is very low, and permeability is moderately rapid. This soil has moderate limitations for urban uses because of the seasonal water table and has varying degrees of potential for agricultural activities.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site still retains native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** There is one existing structure on the property used for the care and maintenance of the property.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of CM.
4. **Proposed FLUM Designation:** The proposed FLUM designation is AG.
5. **Current FLUM Population Yield:** The current FLUM designation allows up to 1 dwelling unit per 80 acres for public uses. There is no potential population yield due to the limitations of the current density restrictions for the existing land use and corresponding zoning district.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 1 dwelling unit per 5 acres. The proposed land use change carries a potential population yield of 2 persons. The parcel contains two separate easements restricting development potential of the subject property to approximately 5 acres; $5 \div 5 \text{ acres} = 1 \text{ dwelling unit}$; $1 \text{ dwelling unit} \times 2.25 \text{ persons} = 2.25 \text{ persons}$.
7. **The Applicant's proposed development program:** The applicant is proposing development of a single-family residence.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland habitats. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, for uses not consistent with a bona-fide agricultural operation, environmental clearance **is required** for any clearing or development proposals for this site.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** Section 12.15.205 of the LDRs designates the Kissimmee River and its adjacent embankment and floodplain as an Archaeological Confinement Zone, with a depth of 500 feet existing

westward from the river's mean annual flood zone within Highlands County. "River" may mean the C-38 canal or an old run of the Kissimmee River, which ever constitutes the most westerly bank within the county. Any development proposed within these areas will require an Archaeological Reconnaissance Survey (ARS).

4. **Floodplains (FEMA designation):** As depicted on the Flood Insurance Rate Map Community Panel Number **12055C0435C**, effective November 18, 2015, the property has a flood zone designation of "X" for areas located outside the Special Flood Hazard Area (SFHA), and a flood zone designation of "A" for areas located within the SFHA.
5. **Military Airport Zones (MAZ):** The property is located within MAZ II as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system that will be designed to connect to a central water system.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central water system.
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 Boondock Road.
5. **Railroad Access:** The site does not have access to rail lines.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: School concurrency **is not** required.

G. Airports: The subject property is located approximately 31.8 miles southeast of the Avon Park Executive Airport and 16.5 miles southeast of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan:

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element:
Sprawl Rule Indicators:

- (1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

Throughout the 1980s and 1990s, the Save Our Rivers program acquired several acres of land spanning 4 different counties, including Highlands County, to restore the river/floodplain ecosystem as part of the broader effort of the Kissimmee River Restoration Program (KRRP), which continues to be sponsored by the U.S. Army Corps of Engineers and SFWMD. Resulting in their eventual public acquisition as part of this land stewardship program, these lands were primarily deemed to be environmentally sensitive because of their initial potential to contribute to the KRRP. The 100-year floodplain, which is the area on both sides of the River the WMD deemed critical for the restoration efforts, establishes the planned water levels for the River; areas initially acquired for the restoration but later excluded from the 100 year floodplain were deemed surplus by SFWMD and released for purchase. This parcel for consideration is within the initially acquired lands that were later deemed surplus; hence, this FLUM amendment effectively represents a more accurate rural designation of the subject property.

- (2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

This indicator is not applicable.

- (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:

Agricultural lands typically do not contribute to walkable or connected communities in the urban context. The focus of the FLUM amendment is to maintain agricultural activities rather than to urban forms that lend themselves to compact development patterns.

- (4) Promotes conservation of water and energy:

Agricultural activities have varying degrees of water consumption depending on the operation. The County encourages agricultural uses which use Best Management Practices (BMPs), and which are compatible with wildlife protection and water quality outputs.

- (5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This FLUM amendment directly supports this indicator by preserving agricultural lands and activities, which are a rural land use.

- (6) Preserves open space and natural lands and provides for public open space and recreation needs:

The change reinforces the status quo to encourage retention of agricultural lands adjacent to conservation areas, essential natural habitats, and significant waterways to provide ecological buffers. The purpose of buffer areas is to adequately protect natural resources from human encroachment, as well as to protect the public health, safety, and welfare by providing adequate separation between human activities and wildlife habitat and conservation practices such as prescribed burns.

- (7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

This FLUM amendment promotes agricultural activities in this area while also providing for a usable rural residential density. Since the resource-based activity first associated with the currently adopted designation of CM is no longer applicable, it may be considered superfluous for the purposes of a rural residential land use function.

- (8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

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-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use Map
- Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

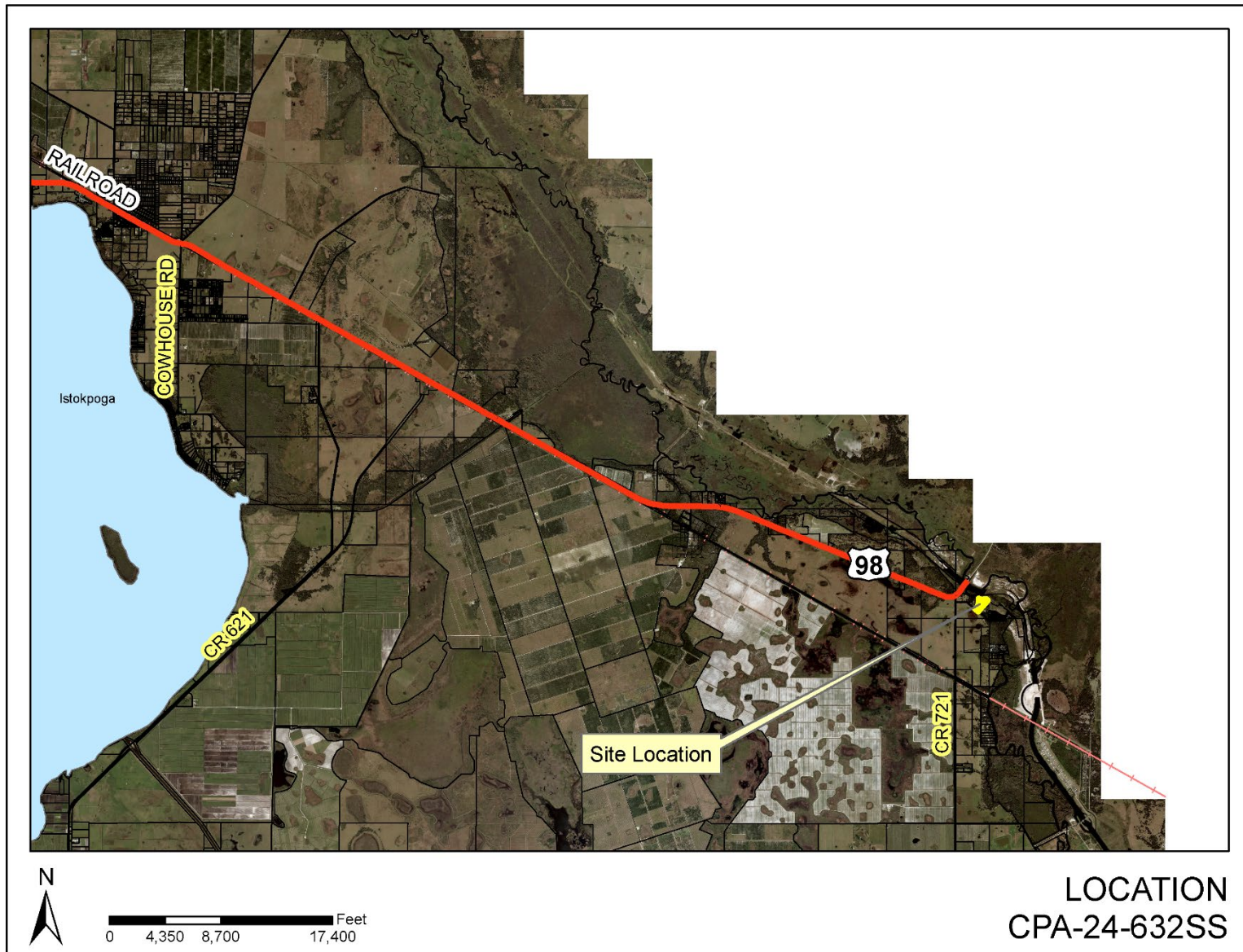


Exhibit 2:

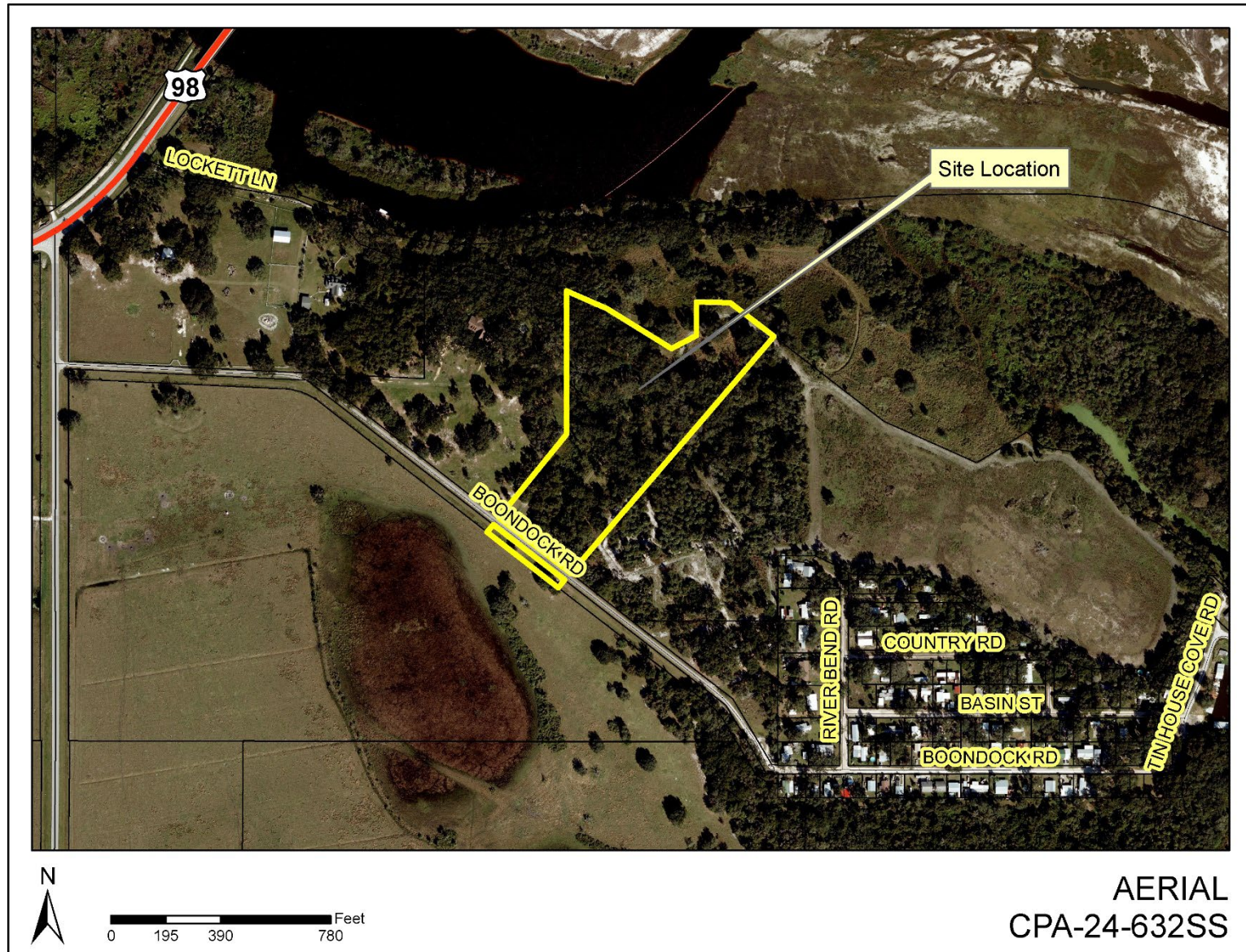


Exhibit 3:

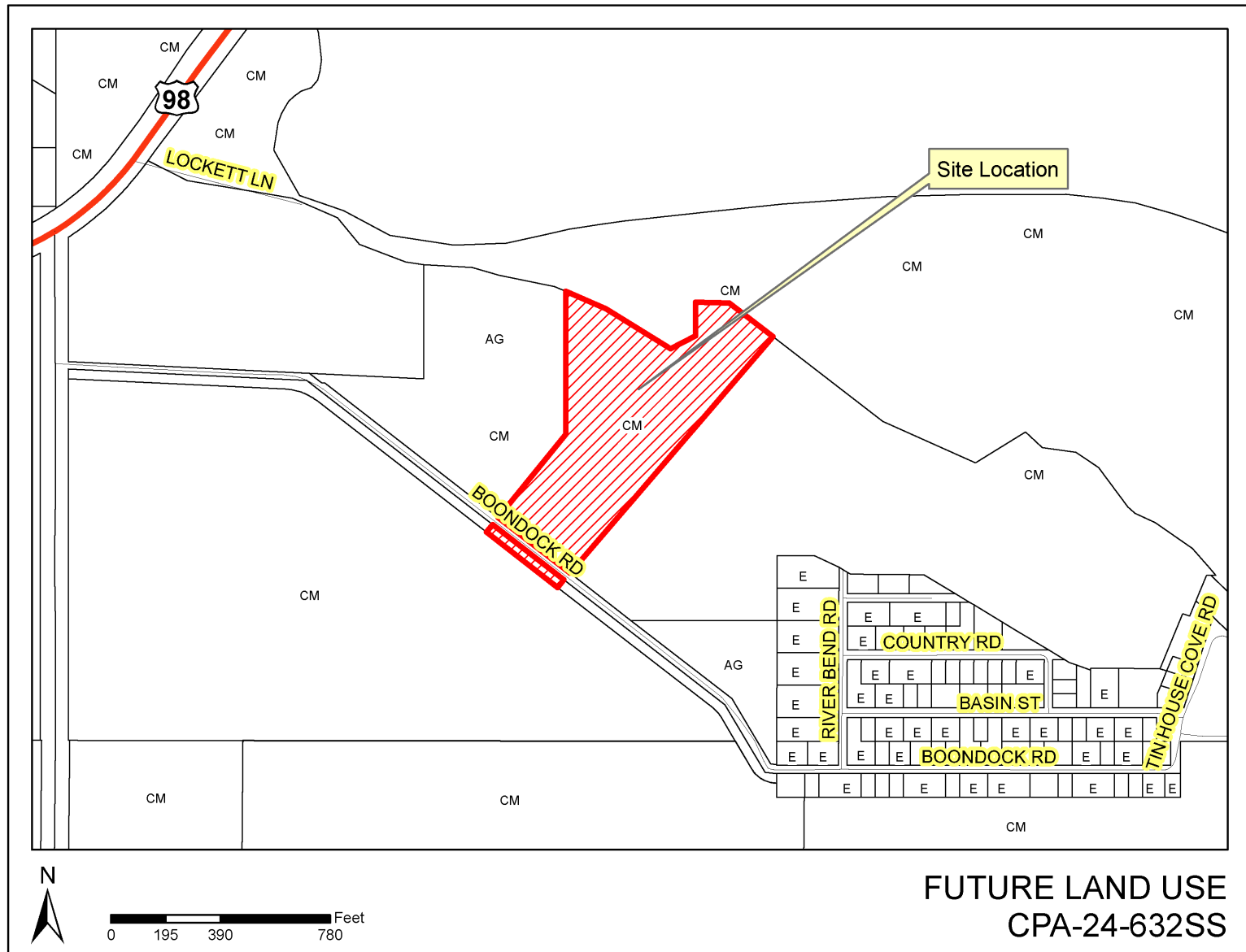
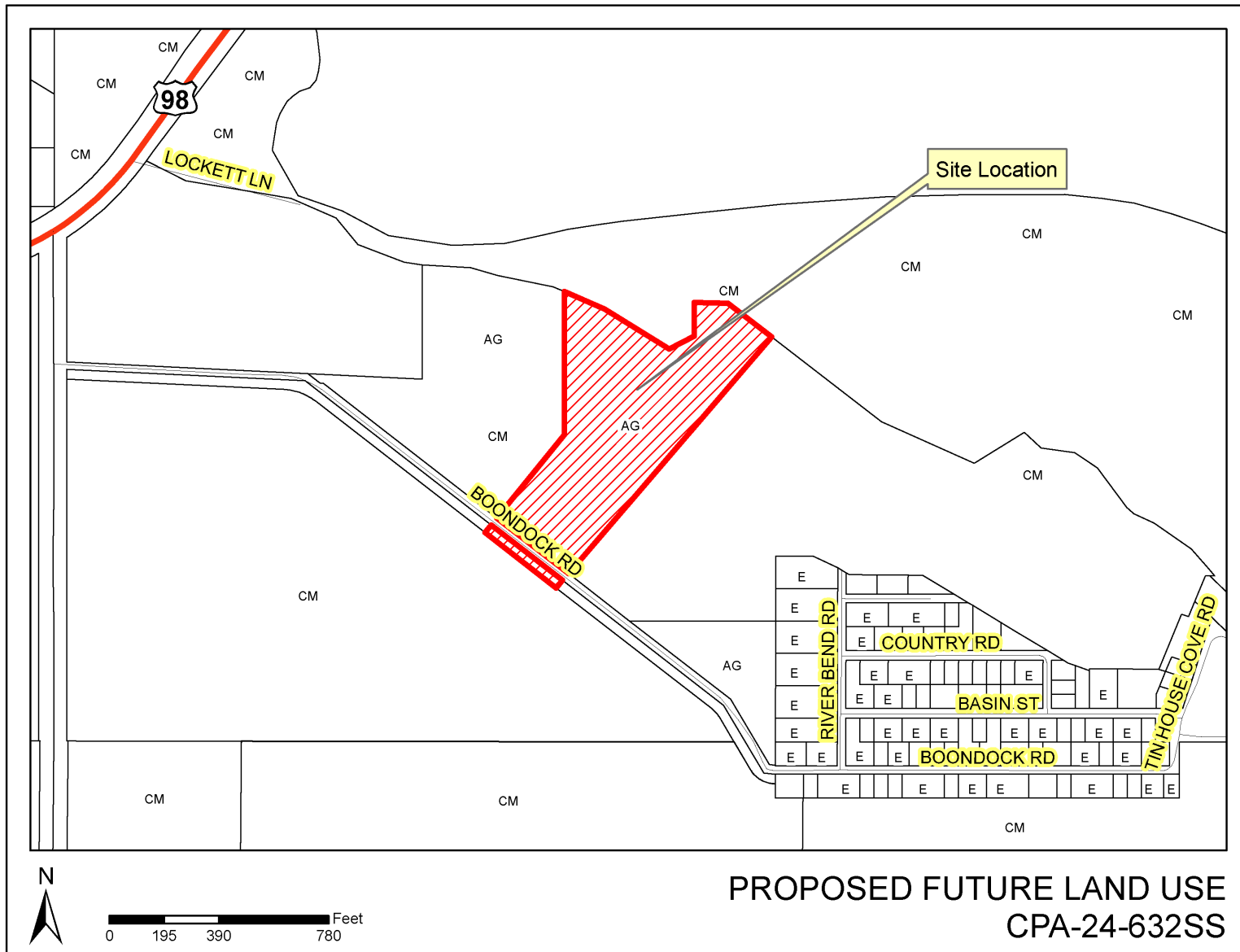


Exhibit 4:



**Highlands County, Florida
Comprehensive Plan Amendment Application**

- ☒ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: CM Change to: AG

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA-24-602 SS/LS Date of Application: 12/20/2023

Amount of Fee: \$1500.00 Tax Map No.: 271-D

Hearing Dates: P&Z 2/13/24 BOCC 3/19/24

*Project # 23120017
Rcpt #:*

This application has been reviewed for completeness and determined sufficient.

Paul By
Signed: Planning and Zoning Manager

Date

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-08-36-33 -A00-0080-0000 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): Jeffrey T Zebrasky

Mailing Address: 715 South Rd., Boynton Beach, FL 33435

Daytime Telephone No. (561) 400-8921

E-Mail Address: j.zebrasky@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: Jeff Kennedy & Dana Riddell

Mailing Address: 7045 CR 17 S., Sebring, Florida, 33876

Daytime Telephone No. (863) 835-2055

E-Mail Address: jrkenedymailbox@gmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☒ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
To allow a Future Land Use change from Conservation/Management Lands to Agriculture
to allow agricultural uses and one single-family home
-
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) See Exhibit A
- b. Objective(s) See Exhibit A
- c. Policy(ies) See Exhibit A

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 survey attached.
-
6. **Street Address(es) of Property Covered by the Application:**
90 Boondock Rd., Lorida, FL 33857
-
7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** Zebrasky Property
-
8. **Existing Zoning District:** CM **Existing Future Land Use Classification:** CM
-
9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
Miscellaneous - There is one building used for the care and maintenance of the property
-

10. Are there existing structures on the property? ☒ Yes ☐ No If yes, what type?

(Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

There is a 1,566 sq. ft. building that existed at time the time of purchase, it is used for the care and maintenance of the property

If multiple units, the number of dwellings per building: _____

11. Existing Property Information: Size of Property (width) 665 feet, (depth) 1,180 feet, road frontage 300 feet, water frontage 0 feet, Total acres: 10.01

If different from the total acreage, the developable portion is 5 +/- 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	Rural Tract	CM	CM
South	Grazing Soil	AG	AU
East	Non-Ag Acreage	CM	CM
West	Single-Family Home	AG/CM	AU/CM

INFORMATION ABOUT THE PROPOSED USE:

15. Proposed Number of Dwelling Units and/or Square Feet of Commercial space: 1

16. Residential Density: The proposed density is 1 units per 5 acres.

17. Intensity: The proposed intensity is n/a square feet at n/a 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.)

21. Preliminary Concurrency Evaluation: Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

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. Preliminary Concurrency Evaluation
- 2. Owner's Affidavit(s) or Corporate Affidavit
- 3. Agent's Affidavit(s)
- 4. Notarized authorization from each owner, as applicable (Form A)

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

- A. Small Project: No Traffic Impact Study Required.
- B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.
 - 1. Required with this application.
 - 2. Required at the time of development
- C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.
 - 1. Required with this application
 - 2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Kenya B. Anderson 12-6-23
 Reviewer's Signature Date

JDZ 12/1/2023
 County Engineer's Signature Date

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

Development within the County shall be managed through the application of Comprehensive Plan Goals, Objectives, and Policies including the implementation of the Land Development Regulations of Highlands County for the planning period of 2010 to 2030.

Policy 1.1: General Growth Management Strategy

- A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:
 - 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.

Policy 1.2: Land Use Categories, Densities, and Intensities

D. Land Use Categories:

- 1. Agriculture: (abbreviation = AG):
Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including biofuel feedstock and other resource based activities, and recreation and open space.
 - a. Starting Density: 0.20 or less, units per acre, or one(1) dwelling for every five acres.
 - b. Maximum Density: 1 unit per 1 acre on the receiving parcel with a density transfer pursuant to a transfer of development rights or clustering; or, 1 unit per 2 acres on the receiving parcel when transfer of development rights or clustering is required onsite to protect natural resources on sending parcels as identified on the Conservation Overlay Map. Number of dwelling units transferred is determined by the land use designation of the sending parcel. Other parcels less than 5 acres must be created under the following conditions:
 - 1) Parcels created pursuant to the family homestead provisions of the Florida Statutes and the Land Development Regulations must:
 - i. Have a minimum lot size of one acre;

- ii. Have direct access to a publicly maintained road; and,
 - iii. Have at least one-half acre of upland which will be sufficient to accommodate the proposed development, in accordance with wetland and other land protection policies contained in Natural Resource Element (NRE) Objective 3.
- 2) Parcels other than that created under the family homestead provision at a density greater than one dwelling unit per five acres (less than 5 acres in size) pursuant to either clustering or transfer of development rights are subject to the following provisions:
- i. Individual lots shall have a minimum lot size of one acre, when resource protection pursuant to NRE Objective 3 is not involved. (Protected resources cannot be used as part of this minimum lot size computation);
 - ii. Must achieve the purposes of FLUE Policy 3.3 and/or protect agriculture lands that are being used for farming or achieve the purposes of the land protection objectives of Natural Resource Element Objectives 3 and 4;
 - iii. Must conform to all other requirements of the adopted Land Development Regulations (including platting requirements), Land Development Regulations, and Comprehensive Plan, as applicable to other agriculture properties;
 - iv. Have direct access to a publicly maintained road;
 - v. Have at least one-half (1/2) acre of land which will be sufficient to accommodate the proposed development, in accordance with wetland and other land protection policies contained in Natural Resource Element Objectives 3 and 4. (Protected resources cannot be used as part of this minimum lot size computation);
 - vi. Must file a legal instrument that acknowledges the receipt and understanding of the provisions of F.S. 823.14, the Florida Right to Farm Act;
 - vii. Must provide a minimum fifty-foot buffer and building setback from any property line between an adjacent agriculture use and any non-agriculture use proposed on the property. This buffer shall be provided by the non-agriculture development;

- viii. The undeveloped portion of such tracts that is the sending parcel, and is used to transfer development density to the receiving parcel, pursuant to the transfer provisions and requirements of the transfer of development rights ordinance, must be reserved in either an agriculture, open space or conservation easement. The use of the agriculture, recreation and open space, or conservation easement for other purposes shall require an equivalent transfer of density from another parcel and the recordation of an equivalent easement that meets identical purposes of FLUE Policy 3.3, including protection of agriculture lands that are being used for farming or achieve the purposes of the land protection objectives of Natural Resource Element Objectives 3 and 4; and,
 - ix. The sending parcel's density must be equal or less than the receiving parcel's density
 - 3) Subdivision development for lots greater than 5 acres shall not be required to follow the clustering or transfer of development rights provisions stated above but shall be required to conform to the platting requirements of the adopted Land Development Regulations, and Comprehensive Plan, as applicable to other agriculture properties.
 - 4) New subdivisions in the Agriculture land use category which create more than 20 lots are required to cluster. Such lots should have frontage on a publicly maintained road, and be reasonably accessible to other urban services.
- c. Wetland and Flood Plain Density: A density of 0.10 units/acre (1 dwelling for every 10 acres) shall be assigned to any delineated jurisdictional wetland and flood plain area, within the Agriculture land use category which is depicted on the Future Land Use Map series. Any legally created property that is only partially impacted by wetlands or flood plains is exempt from this provisions, as long as development can be achieved on the property maintaining the required setbacks from lot lines and wetland resources and has a minimum of 1 acre of contiguous area for that development that is not impacted by the delineated jurisdictional wetland or flood plain area.
- d. Additional Allowable Uses: Places of worship; emergency support services. Public schools (Elementary & Middle) consistent with Policy 1.5.1 of the Public School Facilities Element; to serve the rural population to the greatest extent possible collocated with the

- following public facilities to the extent possible: public recreational facilities; community centers; public library; museum; and gallery.
- e. Additional Uses which may be granted upon approval of an application Subject to Specific Criteria set forth in the Land Development Regulations: Other nonresource based uses such as cemeteries; agroindustrial research and education facilities (i.e. typically co-located with the agricultural or resource uses); telecommunication facilities; and selfcontained temporary plants such as asphalt plants or pipe yards intended to serve a specific project for a limited period of time; solar based power generation facilities; and wastewater treatment plants, provided they meet the following: Power plants shall be allowed subject to the criteria below and consistent with the Power Plant Siting Act, Transmission Line Siting Act, Highlands County Comprehensive Plan, and the Highlands County Land Development Regulations. Criteria for granting such approval of additional uses shall be based upon site specific evaluation of soil suitability, stormwater treatment, traffic, land use compatibility with surrounding properties, water supply including aquifer recharge, utility availability including water, wastewater and solid waste disposal and impact on natural resources and environmental systems.
 1. The provision of the facilities and services is in conformity with the provisions of this and other elements of the 2030 Comprehensive Plan;
 2. The use meets all local, State, and federal regulatory requirements and performance standards;
 3. The location, type, scale, density/intensity, and design of the facilities are compatible with the overall character of the existing, as well as the proposed future development of the area;
 4. Facilities and structures must be located and designed in such a manner as to protect the safety of individuals nearby and to ensure that neighboring properties and structures are protected during the normal operation of these facilities and structures and in the event that the facilities or structures are damaged or destroyed; and
 5. The use does not attract spin-off urban development or may not be a desirable activity in the urbanized area because of external impacts on adjacent lands.
 - f. Agritourism as an Additional Use: Any agricultural activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public to view or enjoy the farming activities for recreational, entertainment, or educational purposes, pursuant to Section 570.85, F.S.

- g. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use; and (4) is necessary structure and infrastructure.

OBJECTIVE 8: KISSIMMEE RIVER

The County shall continue to coordinate with the Kissimmee River Resource Planning and Management Committee and any other governmental agencies in the restoration of the Kissimmee River.

Policy 8.2: Consistency with Kissimmee River Plan

The County shall ensure that proposed land use activities within the Kissimmee River's 100-year flood plain are in compliance with the stated goals of the applicable Resource Management Plan.

OBJECTIVE 10: MILITARY BASE ENCROACHMENT

The County shall protect military installations as important economic resources by ensuring that future development will not negatively impact current and long-term viable use of the airfield, will promote health and welfare by restricting incompatible land uses and allow compatible land uses within such areas.

Policy 10.2: Future Land Use Map Amendments and Re-Zonings:

- A. The County shall review Comprehensive Plan amendments for compatibility with the Air Installation Compatible Use Zone and the Joint Land Use Study. The Highlands County Board of County Commissioners may deny a petition for a Comprehensive Plan amendment if determined that such amendment is incompatible with a MOA, AICUZ, RAICUZ or the Joint Land Use Study (JLUS).
- B. Agricultural Land Uses are preferred within all MAZs.
- C. Within all other MAZs, Future Land Use Map amendments and rezonings that would allow for increased gross residential densities shall conform to the findings of the JLUS and AICUZ.
- D. When a proposed rezoning is necessary in order to amend a zoning designation for a parcel that is inconsistent with the zoning of adjacent properties, such rezoning shall not adversely affect military operations. It is the intent of this policy that those exceptions be rare.

Infrastructure Element

GOAL 3: TO MAXIMIZE UTILIZATION OF EXISTING INVESTMENT AND FACILITIES UNDER BOTH PUBLIC AND PRIVATE OWNERSHIP.

OBJECTIVE 1: ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

Recognize that properly located, designed and regulated onsite sewage treatment and disposal systems will serve as a means of wastewater treatment in residential areas of less than one dwelling unit per gross acre. All new created residential areas with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial, new industrial, and new public and private meeting places shall be served by a central wastewater system and shall coordinate with the utility providers that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS

Recognize that certain land uses and development densities require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Private Property Rights Element

GOAL: TO PROVIDE A FRAMEWORK FOR ENSURING THAT PRIVATE PROPERTY RIGHTS ARE CONSIDERED IN LOCAL DECISION MAKING.

OBJECTIVE 1: HIGHLANDS COUNTY WILL RECOGNIZE AND RESPECT ALL JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Policy 1.1: Highlands County will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2: Highlands County will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

December 20, 2023

Highlands County Zoning Department
Attn: Rachel Barry
501 S. Commerce Ave.,
Sebring, Florida, 33870

**Subject: Letter of Intent for Future Land Use Change and Rezoning of
90 Boondock Rd., Lorida, FL 33857**

To Whom it May Concern,

I am writing to express the intent of my client, Jeff Zebrasky, regarding the change in Future Land Use and zoning of the property located at 90 Boondock Rd., Lorida (Parcel # C-08-36-33-A00-0080-0000). The property in question currently holds a Future Land Use designation of Conservation Management Lands and contains a zoning of Conservation/Management Lands District.

The purpose of this letter is to formally request a change in Future Land Use and zoning for the subject property. My client seeks to modify the existing Future Land Use designation to Agriculture and rezone the property to Agricultural District. Below are the key details related to the property:

1. **Property Size:** The parcel encompasses approximately 10.01 acres.
2. **Public Ingress/Egress Easement:** A non-exclusive ingress/egress easement of approximately 0.36 acres has been dedicated to the public along the southwest property line. Although the Property Appraiser's website indicates the property as 9.65 acres, it is essential to note that the easement remains under the ownership of Mr. Zebrasky, thus bringing the total parcel size to 10.01 acres.
3. **SFWMD Easement:** Approximately 5 acres of the subject property are encumbered by a separate perpetual flowage and inundation easement, in conjunction with an access ingress/egress easement as a result of the Kissimmee River Restoration Project implemented by the South Florida Water Management District (SFWMD). Construction of structures in the easement is prohibited, leaving approximately 5 acres of the subject parcel suitable for improvements.
4. **Rezoning Necessity:** While future structures will be confined to the portion of the parcel without the inundation and access easement, the request includes the entire parcel to allow for reasonable use of the land in accordance with all local, state, and federal regulations.

We kindly request that the Highlands County Planning and Zoning Staff, Planning & Zoning Board, and Board of County Commissioners consider this application for rezoning with due diligence. Our client is committed to adhering to all relevant

regulations and guidelines associated with the proposed land use change and rezoning.

Should you require any additional information or documentation, please do not hesitate to contact us. We appreciate your attention to this matter and look forward to a favorable outcome.

Thank you for your time and consideration.

Sincerely,

Dana Riddell

Dana Riddell
Agent of Record

Legal Description

PARCEL "A" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/KIA NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE N 36°52'32" E, ALONG SAID WESTERLY PROLONGATION AND ALONG THE EASTERLY LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, A DISTANCE OF 452.20 FEET; THENCE N 00°03'21" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 507.88 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) S 66°27'47" E, A DISTANCE OF 155.37 FEET; 2) S 58°232'38" E, A DISTANCE OF 270.00 FEET; 3) N 62°33'48" E, A DISTANCE OF 100.00 FEET; 4) N 00°16'42" W, A DISTANCE OF 120.00 FEET; 5) S 88°41'44" E, A DISTANCE OF 120.00 FEET; 6) S 52°22'00" E, A DISTANCE OF 9.26 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1179.19 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

PARCEL "B" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/KIA NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF

LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING;

THENCE N 40°38'04" E, A DISTANCE OF 1179.19 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 52°22'00" E, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, A DISTANCE OF 187.74 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1180.59 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 184.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

OFFICIAL RECORDS FILE#: 2117114 OR BK 2933 PG 1205 PAGES: 3
 9/27/2022 2:04:23 PM REC FEES: \$27.00 DEED DOC:\$1960.00
 D.C. LAHRENS JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Return to:

Name: Jeffrey T. Zebrasky

Address: 715 South Rd
 Boynton Beach, FL 33435

This Instrument Prepared by: Walter Fortner

Address: Palatka Abstract & Title Ins. Inc
 113 North 4th Street
 Palatka, FL 32177
 File No. 22-567A

Property Appraiser's ID #:
 C-08-36-33-A00-0060-0000

WARRANTY DEED

This Warranty Deed is executed this 7th day of September, 2022, by Kissimmee Getaway LLC, a Florida Limited Liability Company, conveying non-homestead property ("Grantor") to Jeffrey T. Zebrasky, a married man ("Grantee") whose address is 715 South Rd, Boynton Beach, FL 33435.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of \$280,000 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE EXHIBIT A

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, and 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, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to all Grantors
in the presence of:

Kissimmee Getaway LLC

Walter Fortner
Signature of Witness 1

Herbert L. Williams
Signature of Grantor 1

Walter Fortner
Print Name of Witness 1

Herbert L. Williams, Manager

Mailing Address of Grantor 1

Warren Wilkoff
Signature of Witness 2

WARREN WILKOFF
Print Name of Witness 2

Notary Section:

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 7 day of September, 2022, by Herbert L. Williams, Manager of
Kissimmee Getaway LLC, a Florida Limited Liability Company.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: Driver's License

(Signature of Notary Public) Walter Fortner

(Print, Type, or Stamp Commissioned Name of Notary Public) Walter Fortner

My Commission expires:

Affix Notary SEAL

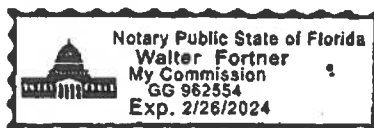


EXHIBIT A**PARCEL "A" DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (AK/A NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 329.22 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE N 36°52'32" E, ALONG SAID WESTERLY PROLONGATION AND ALONG THE EASTERLY LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, A DISTANCE OF 452.20 FEET; THENCE N 00°03'21" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 507.88 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) S 66°27'47" E, A DISTANCE OF 155.37 FEET; 2) S 58°23'28" E, A DISTANCE OF 270.00 FEET; 3) N 62°33'48" E, A DISTANCE OF 100.00 FEET; 4) N 00°16'42" W, A DISTANCE OF 120.00 FEET; 5) S 88°41'44" E, A DISTANCE OF 120.00 FEET; 6) S 52°22'00" E, A DISTANCE OF 9.26 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1179.19 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

And

PARCEL "B" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (AK/A NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 329.22 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING;

THENCE N 40°38'04" E, A DISTANCE OF 1179.19 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 52°22'00" E, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, A DISTANCE OF 187.74 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1180.59 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 184.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT

I, JEFFREY ZEBRASKY, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

~~No contact is required.~~ Pls. please call BEFORE coming. P.O.
An appointment is required before entering the property. P.O.
Please initial the appropriate line.

JEFFREY ZEBRASKY
Print Name of Owner

[Signature]
Signature of Owner

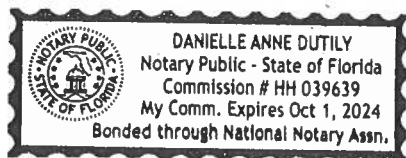
715 SOUTH RD
Address: Number and Street (P.O. Box)

BOYNTON BEACH, FL 33435
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

Palm Beach

The foregoing instrument was acknowledged before me this 15 day of December 2023
by Jeffrey Zebasky who is personally known by me or who has produced
FL DL, as identification and who did take an oath:



[Signature]
Signature

Danielle Dutily
Print Name

Notary Public, State of Florida

My Commission Expires: Oct. 1, 2024

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY and DANA RIDGELL to be my agent for this application.

JEFFREY ZEBRASKY
Print Name of Owner

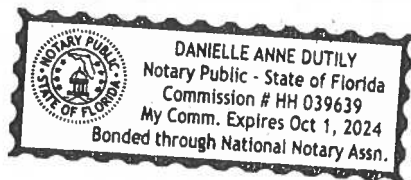
x [Signature]
Signature of Owner

715 South Rd
Address: Number and Street (P.O. Box)

BOYNTON BEACH FL, 33435
City and State (Zip Code)

Palm Beach
STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 15 day of December, 2023 by Jeffrey Zembrasky who is personally known by me ☐ or who has produced FLDL, as identification and who did (did not) take an oath.



[Signature]
Signature
Danielle Dutily
Print Name

Notary Public, State of Florida

My Commission Expires: Oct. 2024

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, Jeff Kennedy, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Jeff Kennedy
Print Name of Agent

[Signature]
Signature of Agent

7045 C.R. 17 S. Sebring Fl
Address: Number and Street (P.O. Box)
33876

FL
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10th day of December, 2023, by Jeff Kennedy who is personally known by me ☐ or who has produced FL DL, as identification and who did take an oath:

[Signature]
Signature

Angie M. King
Print Name



ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Notary Public, State of Florida
My Commission Expires: 04/28/2025

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, Dana Riddell, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Dana Riddell
Print Name of Agent

Dana Riddell
Signature of Agent

2224 N. Archer Rd.
Address: Number and Street (P.O. Box)

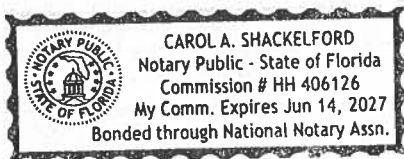
Awn Park, FL 33825
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2023, by Dana Riddell who is personally known by me ☐ or who has produced Dana Riddell, as identification and who did take an oath:

Carol A Shackelford
Signature

Carol A Shackelford
Print Name



Notary Public, State of Florida
My Commission Expires: _____

ORDINANCE NO. 23-24-23

AN ORDINANCE 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-08-36-33-A00-0080-0000; 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-08-36-33-A00-0080-0000 ("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 13, 2024, to review the small-scale amendment to the Property, identified by CPA-24-632SS, 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-24-632SS 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-24-632SS, 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-24-632SS, 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-24-632SS; 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-24-632SS, 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-24-632SS 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 Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of 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-08-36-33-A00-0080-0000, consisting of approximately 9.91 acres and more particularly described as:

A parcel of land lying in Section 8, Township 36 South, Range 33 East, Highlands County, Florida. Said parcel being described as follows: Commence at the southwest corner of said Section 8; thence S 89°56'14" E, along the south line of said Section 8, a distance of 50.00 feet to the east right-of-way line of County Road 721 (a/k/a Nine Mile Grade); thence N 00°02'48" E, along said east right-of-way line, a distance of 1284.82 feet to the southerly line of that parcel of land described as Parcel Three, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 87°14'35" E, along said southerly line, a distance of 771.15 feet to point of curvature of a curve concave to the southwest, having a radius of 200.00 feet and a central angle of 35°18'32"; thence southeasterly along the arc of said curve and along the southerly line of said Parcel Three, a distance of 123.25 feet to the point of tangency; thence S 51°56'30" E, along the southerly line of said Parcel Three, a distance of 777.92 feet to the westerly prolongation of the easterly line of that parcel recorded in Official Records

Book 2788, Page 1504, Public Records of Okeechobee County, Florida, and the Point of Beginning; thence N 36°52'32" E, along said westerly prolongation and along the easterly line of said parcel recorded in Official Records Book 2788, Page 1504, a distance of 452.20 feet; thence N 00°03'21" W, along said easterly line, a distance of 507.88 feet to the northwest corner of that parcel of land described as Parcel One, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence, along the northerly line of said Parcel One, the following six (6) courses and distances: 1) S 66°27'47" E, a distance of 155.37 feet; 2) S 58°23'38" E, a distance of 270.00 feet; 3) N 62°33'48" E, a distance of 100.00 feet; 4) N 00°16'42" W, a distance of 120.00 feet; 5) S 88°41'44" E, a distance of 120.00 feet; 6) S 52°22'00" E, a distance of 9.26 feet; thence S 40°38'04" W, a distance of 1179.19 feet to the southerly line of aforesaid Parcel Three; thence N 51°56'03" W, along said southerly line, a distance of 115.33 feet to the Point of Beginning;

And,

A parcel of land lying in Section 8, Township 36 South, Range 33 East, Highlands County, Florida. Said parcel being described as follows: Commence at the southwest corner of said Section 8; thence S 89°56'14" E, along the south line of said Section 8, a distance of 50.00 feet to the east right-of-way line of County Road 721 (a/k/a Nine Mile Grade); thence N 00°02'48" E, along said east right-of-way line, a distance of 1284.82 feet to the southerly line of that parcel of land described as Parcel Three, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 87°14'35" E, along said southerly line, a distance of 771.15 feet to point of curvature of a curve concave to the southwest, having a radius of 200.00 feet and a central angle of 35°18'32"; thence southeasterly along the arc of said curve and along the southerly line of said Parcel Three, a distance of 123.25 feet to the point of tangency; thence S 51°56'30" E, along the southerly line of said Parcel Three, a distance of 777.92 feet to the westerly prolongation of the easterly line of that parcel recorded in Official Records Book 2788, Page 1504, Public Records of Okeechobee County, Florida; thence continue along said southerly line, a distance of 115.33 feet to the Point of Beginning; thence N 40°38'04" E, a distance of 1179.19 feet to the north line of that parcel of land described as Parcel One, recorded in Official

Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 52°22'00" E, along the northerly line of said Parcel One, a distance of 187.74 feet; thence S 40°38'04" W, a distance of 1180.59 feet to the southerly line of aforesaid Parcel Three; thence N 51°56'03" W, along said southerly line, a distance of 184.67 feet to the Point of Beginning..

is hereby changed from "Conservation/Management Lands" to "Agricultural".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agricultural.

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-24-632SS, 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 Commerce 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 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairman

ATTEST _____
Jerome Kaszubowski, Clerk



Highlands County Board of County Commissioners

Ordinance Business Impact Estimate Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-23

ORDINANCE TITLE: AN ORDINANCE 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-08-36-33-A00-0080-0000; 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.

SUMMARY: Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Map Amendment CPA-24-632SS for an approximate 9.91-acre parcel, from Conservation/Management Lands (CM) to Agriculture (AG).

DEPARTMENT: Development Services

MEETING DATE: March 19, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
 - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

XXX A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
Related to the issuance or refinancing of debt.
Required to comply with a federal or state law or regulation.
Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
Required to implement a contract or an agreement.
Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Public hearing to consider adoption of P&Z Hearing No. 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU).

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU). The subject property has an existing structure and retains its native vegetation. The Applicant is proposing to utilize the property for agricultural uses and the construction of one single-family residence.

There is a companion request for a Future Land Use Map Amendment from Conservation/Management Lands (CM) to Agriculture (AG), CPA-24-632SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2149 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-72, P&Z 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [P&Z 2149 Staff Report.pdf](#)
[P&Z 2149 Application.pdf](#)
[P&Z 2149 Resolution.sgs.pdf](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 3/19/2024
Case Number: P&Z 2149	Case Name: Zebrasky Rezone
Agent: Dana Riddell and Jeff Kennedy	Property Owners: Jeffrey Zebrasky
Public Hearing: BCC	Case Staff Member: Sergio Garcia

Request: Rezone an approximate 9.91-acre parcel from Conservation/Management Lands District (CM) to Agricultural District (AU).

General Location: An approximate 9.91-acre parcel located approximately 10.95 miles east of Lake Istokpoga, 0.33 miles east of CR 721 on the northeast side of Boondock Road, and 1.19 miles north of the CSX railroad right-of-way; the address being 90 Boondock Road, Lorida.

PARCEL ID: C-08-36-33-A00-0080-0000

Staff Recommendation and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-72, P&Z 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.
- Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.
- Excerpt from the February 13, 2024, DRAFT P&Z Minutes and Recommendation to the BCC:** **“7B. HEARING NUMBER P&Z 2149 – JEFFERY ZEBRASKY, C/O DANA RIDDELL AND JEFF KENNEDY** An approximate 9.91-acre parcel located approximately 10.95 miles east of Lake Istokpoga, 0.33 miles east of CR 721 on the northeast side of Boondock Road, and 1.19 miles north of the CSX railroad right-of-way; the address being 90 Boondock Road, Lorida; and

abbreviated legal description as follows: An approximate 9.91-acre parcel located in Section 8, Township 36 South, Range 33 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Conservation/Management Lands District (CM) to Agricultural District (AU). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received and no one spoke in favor or against the request.

Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation /Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of an approximate 9.91-acre parcel, from CM to AU.

The subject property has an existing structure and retains its native vegetation. The Applicant is proposing to utilize the property for agricultural uses and the construction of one single-family residence.

There is a companion request for a Future Land Use Map Amendment from Conservation/Management Lands (CM) to Agriculture (AG), CPA-24-632SS.

2. **Notices to Surrounding Property Owners.**

On January 24, 2024, notices were mailed to 6 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	Legal Nonconforming Miscellaneous Structure & SFWMD Flowage/Inundation Easement	CM	CM
Adjacent Property to the North	SFWMD Conservation Easement & Kissimmee River Floodplain	CM	CM

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Soil Grazing	CM (Pending AG)	CM (Pending AU)
Adjacent Property to the East	Non-Ag Rural Tract	CM	CM
Adjacent Property to the West	Single-Family Residence	AG & CM	AU & CM

4. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.6, Conservation/Management Lands (CM).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.282: Conservation/Management Lands District (CM).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Natural Resources Division: Conservation Overlay Map shows property is xeric upland. Owner needs to follow Comp Plan guidelines and clear no more than 2 acres. With an ECR (not a Simplified ECR), he/she may be able to clear more.

2. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Health and the Engineering Department.

3. The following Departments, Divisions, and Agencies did not respond: Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, and Avon Park Air Force Range.

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

- 1. Topography:** The topographic map depicts the subject property as sloping slightly from west to east with an elevation between 35 and 40 feet.

2. **Soils:** The soil underlying the site are *Pomello Sand, 0 To 5% Slopes*.
 - i. *Pomello Sand, 0 To 5% Slopes:* This soil is nearly level to gently sloping, moderately well drained, the available water capacity is very low, and permeability is moderately rapid. This soil has moderate limitations for urban uses because of the seasonal water table and has varying degrees of potential for agricultural activities.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site still retains native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** There is one existing structure on the property used for the care and maintenance of the property.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of CM.
4. **Proposed Zoning Designation:** The proposed zoning designation is AU.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 80 acres, plus facilities and improvements necessary for the intended conservation use or activity. Therefore, there is no current potential population yield due to the limitations of the current density restrictions for the existing land use and corresponding zoning district.
6. **Proposed Zoning Population Yield:** The proposed zoning would allow up to 1 dwelling unit per 5 acres. The proposed zoning change carries a potential population yield of 2 persons. The parcel contains two separate easements restricting development potential of the subject property to approximately 5 acres; $5 \div 5 \text{ acres} = 1 \text{ dwelling unit}$; $1 \text{ dwelling unit} \times 2.25 \text{ persons} = 2.25 \text{ persons}$.
7. **The Applicant's proposed development program:** The applicant is proposing development of a single-family residence.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland habitats. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, for uses not consistent with a bona-fide agricultural operation, environmental clearance **is required** for any clearing or development proposals for this site.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** Section 12.15.205 of the LDRs designates the Kissimmee River and its adjacent embankment and floodplain as an Archaeological Confinement Zone, with a depth of 500 feet existing westward from the river's mean annual flood zone within Highlands County. "River" may mean the C-38 canal or an old run of the Kissimmee River, which ever constitutes the most westerly bank within the county. Any development proposed within these areas will require an Archaeological Reconnaissance Survey (ARS).

4. **Floodplains (FEMA designation):** As depicted on the Flood Insurance Rate Map Community Panel Number **12055C0435C**, effective November 18, 2015, the property has a flood zone designation of “X” for areas located outside the Special Flood Hazard Area (SFHA), and a flood zone designation of “A” for areas located within the SFHA.
5. **Military Airport Zones (MAZ):** The property is located within MAZ II as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system that will be designed to connect to a central water system.
2. **Central Wastewater:** The property will be served by an on-site central wastewater system that will be designed to connect to a central water system.
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 Boondock Road.
5. **Railroad Access:** The site does not have access to rail lines.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: School concurrency **is not** required.

G. Airports: The subject property is located approximately 31.8 miles southeast of the Avon Park Executive Airport and 16.5 miles southeast of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

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 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Zoning Map
- Exhibit 4: Proposed Zoning Map

Exhibit 1:

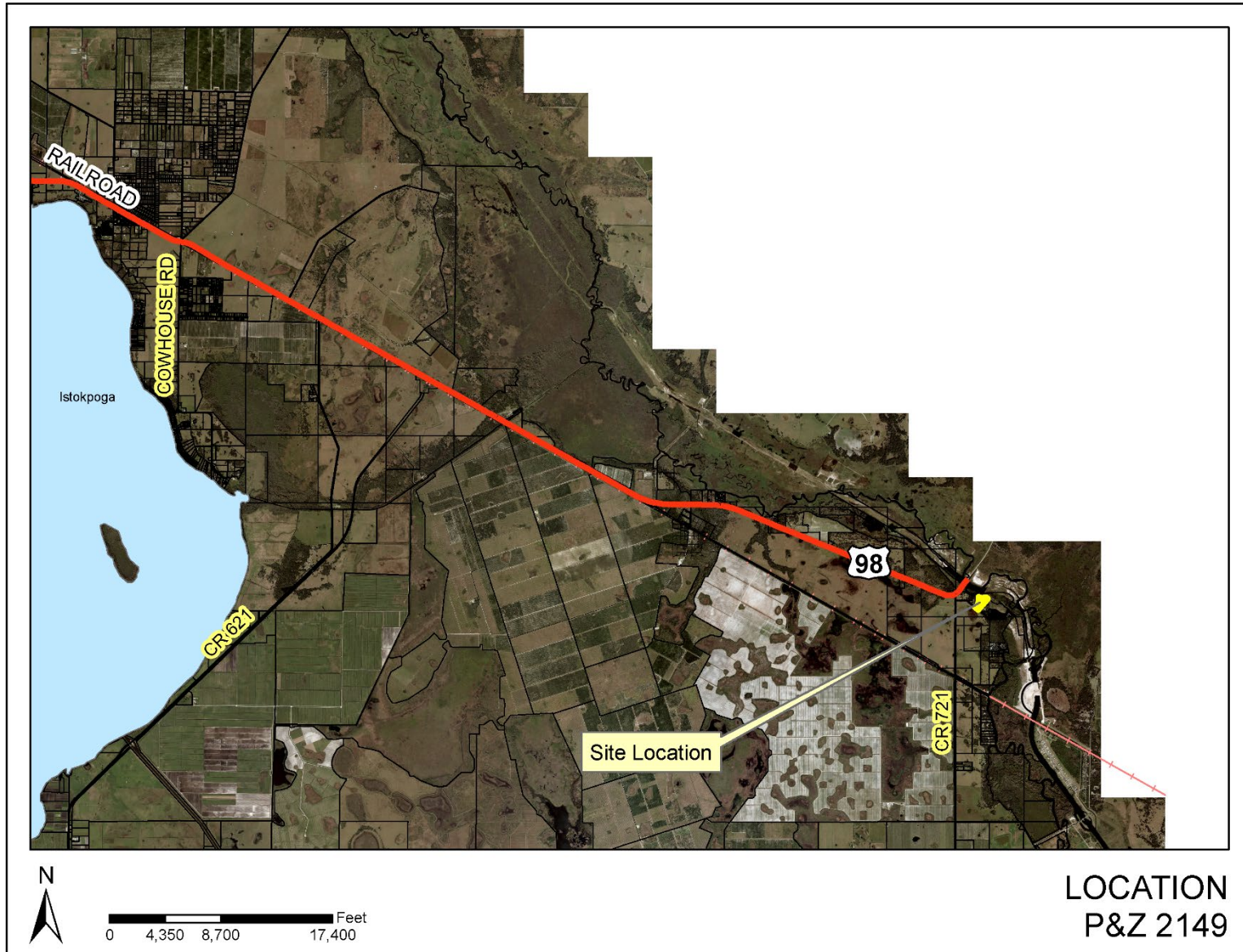


Exhibit 2:

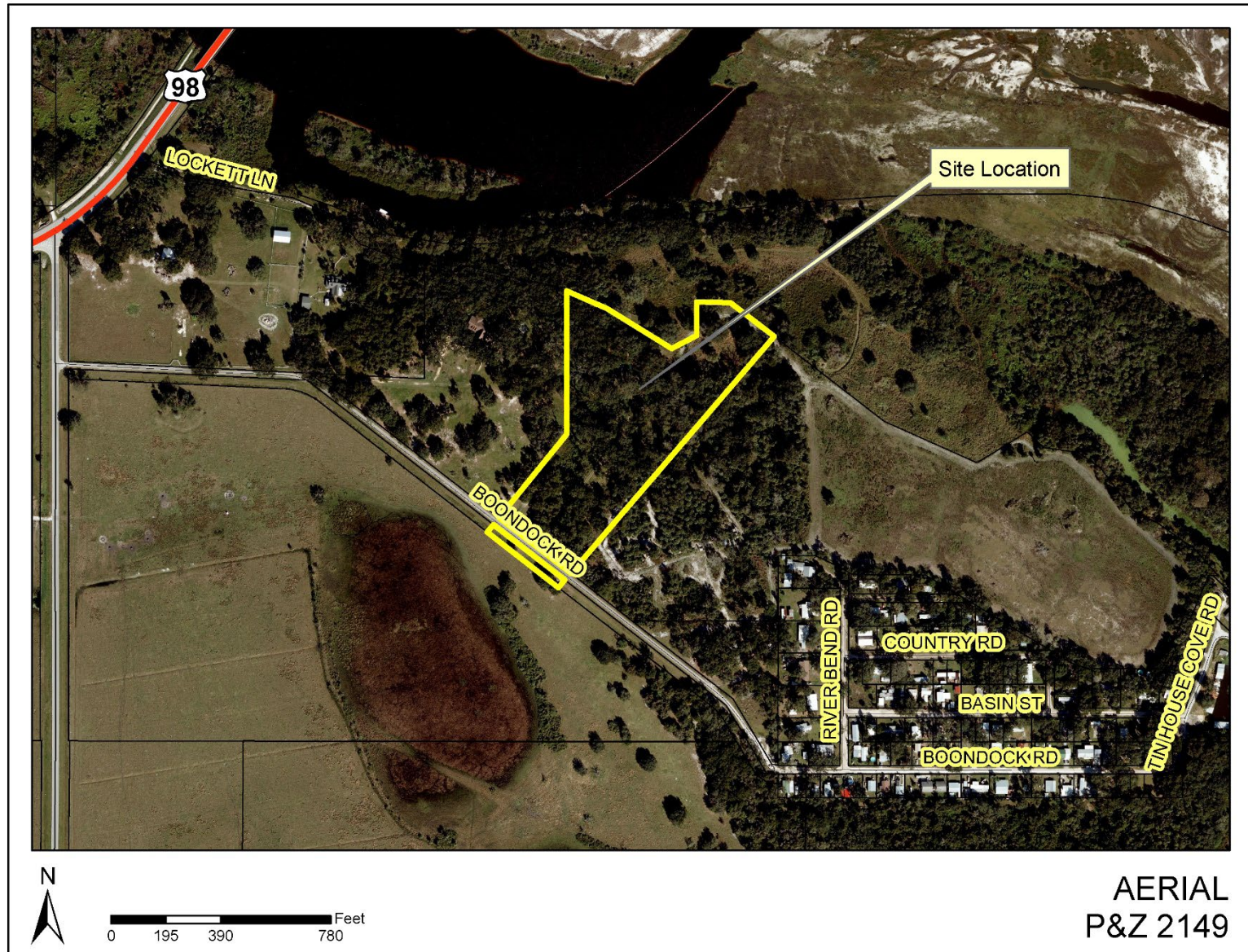


Exhibit 3:

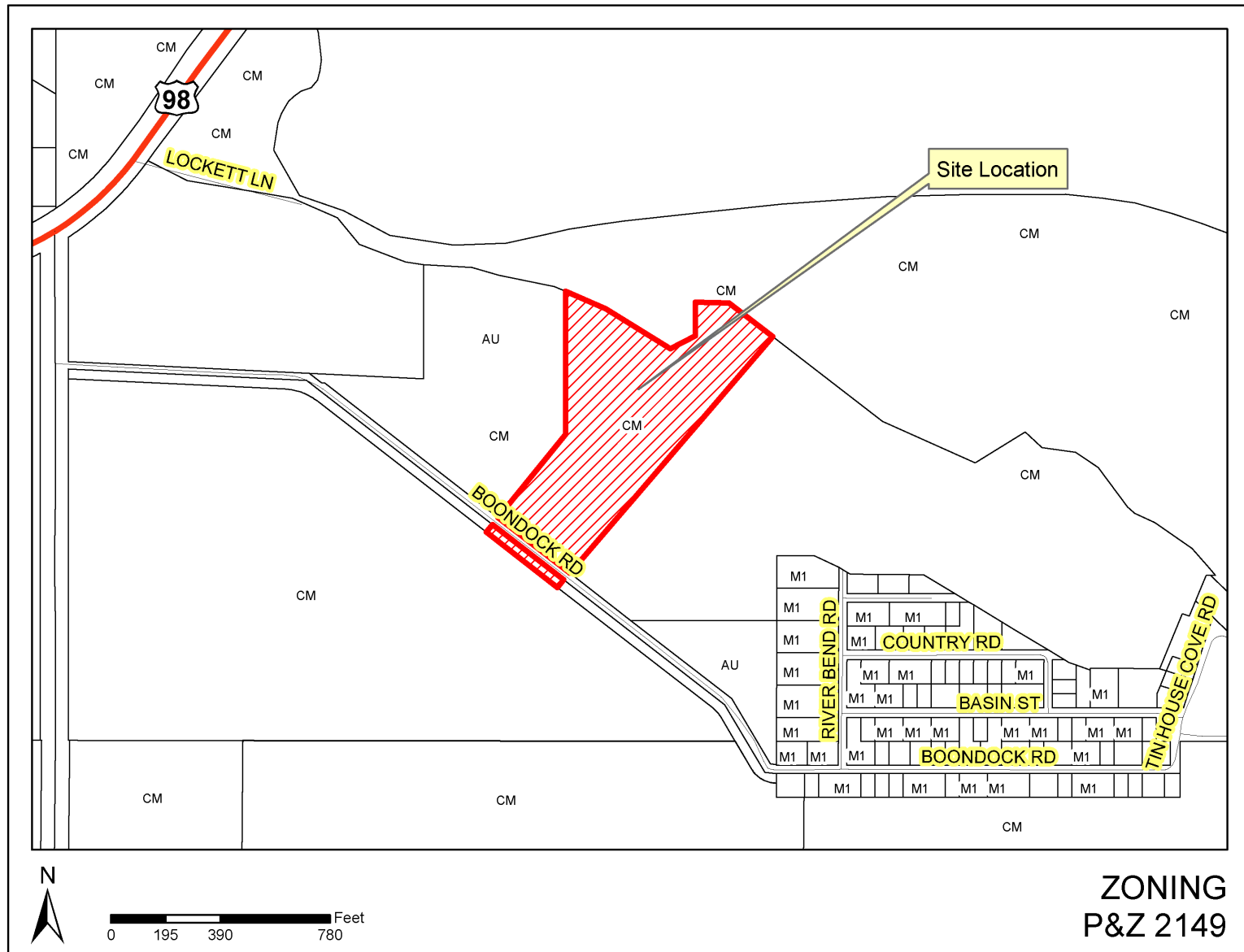
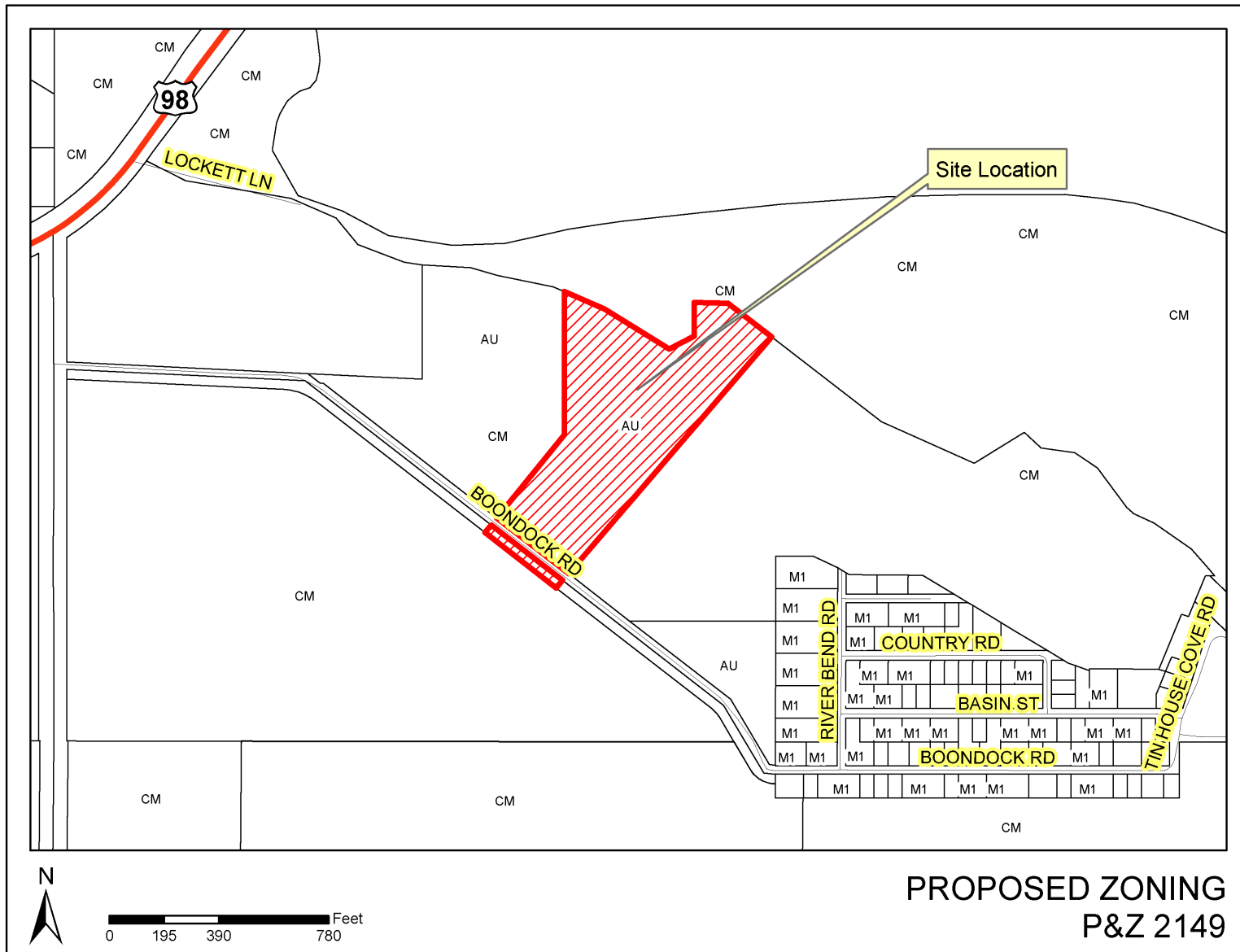


Exhibit 4:



Highlands County, Florida Zoning Change Application

Zoning change from: CM

Zoning change to: AU

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

Project No. 2312 0016

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2149 Date of Application: 12/20/2023

Amount of Fee: \$ 1950.00 Receipt No.: _____ Tax Map No.: 271-D

Hearing Dates: LP: _____ P&Z: 2/13/24 BCC: 3/19/24

This application has been reviewed for completeness and determined sufficient:

[Signature] Date 1/16/2024
Zoning Supervisor

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: Jeffrey T Zebrasky

Mailing Address: 715 South Rd., Boynton Beach, FL 33435

Telephone No.: (561) 400-8921 E-Mail Address: j.zebrasky@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: Jeff Kennedy and Dana Riddell

Mailing Address: 7045 CR 17 S., Sebring, Florida, 33876

Telephone No.: (863) 835-2055 E-Mail Address: jrkenedymailbox@gmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☒ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See survey attached.

4. **Strap No(s) of Property Covered by Application:**

STRAP #: C- 08 - 36 - 33 - A00 - 0080 - 0000 STRAP #: C- _____ - _____ - _____ - _____ - _____

STRAP #: C- _____ - _____ - _____ - _____ - _____ STRAP #: C- _____ - _____ - _____ - _____ - _____

5. **Street Address(es) of Property Covered by the Application:** 90 Boondock Rd., Lorida, FL 33857

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: CM Existing Land Use Classification: CM
Are the Zoning and Comprehensive Plan Consistent? ☐ Consistent ☒ Not Consistent
7. Existing Property Information: Size of Property (width) 665 feet, (depth) 1,180 feet,
street frontage 300 feet, water frontage N/A feet, Total acres 10.01
If different from the total acreage, the upland, or developable portion is 5 +/- acres.
8. Are there existing structures on the property? ☒ Yes ☐ No If Yes, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____
There is a 1,566 sq. ft. building that existed at time the time of purchase, it is used for the care and maintenance of the property.

- 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	Rural Tract	CM	CM
South	Grazing Soil	AG	AU
East	Non-Ag Acreage	CM	CM
West	Single-Family Home	AG/CM	AU/CM

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): To allow for agricultural uses, including the ability to place one single-family home
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
1 single-family dwelling unit
16. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 1,566 sq. ft. divided by Parcel size
435,600 = FAR <1 _____ %

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):

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- 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. AB **Applicant's Initial**

18. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- 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. AB **Applicant's Initial**

19. Surface Drainage: I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No AB **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. Solid Waste Disposal: The proposed development will be served by the _____ County-Approved refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

- 21. Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: The subject parcel has a perpetual easement on approximately half the property, thereby exceeding any open space requirements.

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

- 22. Military Airport Zones (MAZ):** Is this property located in an MAZ? ☒ Yes ☐ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ II.

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

School Board of Highlands County School Capacity Planning Tool for Comprehensive Plan Amendments

December 7, 2023

Jeff Kennedy
7045 County Road 17 S.
Sebring, FL 33876

School Year of Analysis: **2023/2024**

Proposed Development:
Applicant: Jeff Kennedy
Location: 90 Boondock Road, Lorida, FL C083633A0000800000

School Attendance Zones:
Elementary: **Lake Country Elementary**
Middle: **Lake Placid Middle**
High: **Lake Placid High**

Maximum Proposed Dwelling Units: 1 Single Family Mobile Home Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2023/2024 Student Generation Rates by Dwelling Unit Type

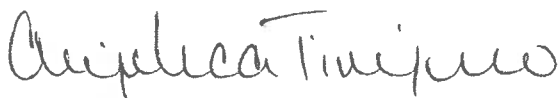
Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop, Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Lake Country Elementary	183.00	0	183.00	.13	182.87
Lake Placid Middle	333.10	0	333.10	.07	333.03
Lake Placid High	79.26	0	79.26	.08	79.18

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,



Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop, Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

December 20, 2023

Highlands County Zoning Department
Attn: Rachel Barry
501 S. Commerce Ave.,
Sebring, Florida, 33870

**Subject: Letter of Intent for Future Land Use Change and Rezoning of
90 Boondock Rd., Lorida, FL 33857**

To Whom it May Concern,

I am writing to express the intent of my client, Jeff Zebrasky, regarding the change in Future Land Use and zoning of the property located at 90 Boondock Rd., Lorida (Parcel # C-08-36-33-A00-0080-0000). The property in question currently holds a Future Land Use designation of Conservation Management Lands and contains a zoning of Conservation/Management Lands District.

The purpose of this letter is to formally request a change in Future Land Use and zoning for the subject property. My client seeks to modify the existing Future Land Use designation to Agriculture and rezone the property to Agricultural District. Below are the key details related to the property:

1. **Property Size:** The parcel encompasses approximately 10.01 acres.
2. **Public Ingress/Egress Easement:** A non-exclusive ingress/egress easement of approximately 0.36 acres has been dedicated to the public along the southwest property line. Although the Property Appraiser's website indicates the property as 9.65 acres, it is essential to note that the easement remains under the ownership of Mr. Zebrasky, thus bringing the total parcel size to 10.01 acres.
3. **SFWMD Easement:** Approximately 5 acres of the subject property are encumbered by a separate perpetual flowage and inundation easement, in conjunction with an access ingress/egress easement as a result of the Kissimmee River Restoration Project implemented by the South Florida Water Management District (SFWMD). Construction of structures in the easement is prohibited, leaving approximately 5 acres of the subject parcel suitable for improvements.
4. **Rezoning Necessity:** While future structures will be confined to the portion of the parcel without the inundation and access easement, the request includes the entire parcel to allow for reasonable use of the land in accordance with all local, state, and federal regulations.

We kindly request that the Highlands County Planning and Zoning Staff, Planning & Zoning Board, and Board of County Commissioners consider this application for rezoning with due diligence. Our client is committed to adhering to all relevant

regulations and guidelines associated with the proposed land use change and rezoning.

Should you require any additional information or documentation, please do not hesitate to contact us. We appreciate your attention to this matter and look forward to a favorable outcome.

Thank you for your time and consideration.

Sincerely,

Dana Riddell

Dana Riddell
Agent of Record

Legal Description

PARCEL "A" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/KIA NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE N 36°52'32" E, ALONG SAID WESTERLY PROLONGATION AND ALONG THE EASTERLY LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, A DISTANCE OF 452.20 FEET; THENCE N 00°03'21" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 507.88 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) S 66°27'47" E, A DISTANCE OF 155.37 FEET; 2) S 58°23'38" E, A DISTANCE OF 270.00 FEET; 3) N 62°33'48" E, A DISTANCE OF 100.00 FEET; 4) N 00°16'42" W, A DISTANCE OF 120.00 FEET; 5) S 88°41'44" E, A DISTANCE OF 120.00 FEET; 6) S 52°22'00" E, A DISTANCE OF 9.26 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1179.19 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

PARCEL "B" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/KIA NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF

LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING;

THENCE N 40°38'04" E, A DISTANCE OF 1179.19 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 52°22'00" E, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, A DISTANCE OF 187.74 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1180.59 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 184.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

OFFICIAL RECORDS FILE# 2117114 OR BK 2933 PG 1205 REGS: 3
 9/27/2022 2:04:23 PM REC FEES: \$27.00 DEED DOC:\$1960.00
 D.C. LAHRENS JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Return to:

Name: Jeffrey T. Zebrasky

Address: 715 South Rd
 Boynton Beach, FL 33435

This Instrument Prepared by: Walter Fortner

Address: Palatka Abstract & Title Ins. Inc
 113 North 4th Street
 Palatka, FL 32177
 File No. 22-567A

Property Appraiser's ID #:
 C-08-36-33-A00-0060-0000

WARRANTY DEED

This Warranty Deed is executed this 7th day of September, 2022, by Kissimmee Getaway LLC, a Florida Limited Liability Company, conveying non-homestead property ("Grantor") to Jeffrey T. Zebrasky, a married man ("Grantee") whose address is 715 South Rd, Boynton Beach, FL 33435.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of \$280,000 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE EXHIBIT A

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, and 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, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to all Grantors
in the presence of:

Kissimmee Getaway LLC

Walter Fortner
Signature of Witness 1

Herbert L. Williams
Signature of Grantor 1

Walter Fortner
Print Name of Witness 1

Herbert L. Williams, Manager

Warren Wilkitt
Signature of Witness 2

Mailing Address of Grantor 1

WARREN WILKITT
Print Name of Witness 2

Notary Section:

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 7 day of September, 2022, by Herbert L. Williams, Manager of
Kissimmee Getaway LLC, a Florida Limited Liability Company.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: Driver's License

(Signature of Notary Public) *Walter Fortner*

(Print, Type, or Stamp Commissioned Name of Notary Public) Walter Fortner

My Commission expires:

Affix Notary SEAL

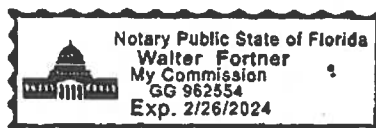


EXHIBIT A

PARCEL "A" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/K/A NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 329.22 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE N 36°52'32" E, ALONG SAID WESTERLY PROLONGATION AND ALONG THE EASTERLY LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, A DISTANCE OF 452.20 FEET; THENCE N 00°03'21" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 507.88 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) S 66°27'47" E, A DISTANCE OF 155.37 FEET; 2) S 58°23'38" E, A DISTANCE OF 270.00 FEET; 3) N 62°33'48" E, A DISTANCE OF 100.00 FEET; 4) N 00°16'42" W, A DISTANCE OF 120.00 FEET; 5) S 88°41'44" E, A DISTANCE OF 120.00 FEET; 6) S 52°22'00" E, A DISTANCE OF 9.26 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1179.19 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.01 ACRES, MORE OR LESS.

And

PARCEL "B" DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 33 EAST, HIGHLANDS COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE S 89°56'14" E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 721 (A/K/A NINE MILE GRADE); THENCE N 00°02'48" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1284.82 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 87°14'35" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 771.15 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 329.22 FEET AND A CENTRAL ANGLE OF 35°18'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 123.25 FEET TO THE POINT OF TANGENCY; THENCE S 51°56'30" E, ALONG THE SOUTHERLY LINE OF SAID PARCEL THREE, A DISTANCE OF 777.92 FEET TO THE WESTERLY PROLONGATION OF THE EASTERLY LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 1504, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING;

THENCE N 40°38'04" E, A DISTANCE OF 1179.19 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL ONE, RECORDED IN OFFICIAL RECORDS BOOK 2188, PAGE 1112, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE S 52°22'00" E, ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, A DISTANCE OF 187.74 FEET; THENCE S 40°38'04" W, A DISTANCE OF 1180.59 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL THREE; THENCE N 51°56'03" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 184.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT

I, JEFFREY ZEBRASKY, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

No contact is required: Yes. please call BEFORE coming. P.O.
An appointment is required before entering the property. P.O.
Please initial the appropriate line.

JEFFREY ZEBRASKY
Print Name of Owner

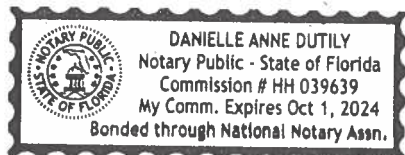
[Signature]
Signature of Owner

715 South Rd
Address: Number and Street (P.O. Box)

BOYNTON BEACH, FL 33435
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**
Palm Beach

The foregoing instrument was acknowledged before me this 15 day of December 2023
by Jeffrey Zebrasky who is personally known by me or who has produced
FL D2, as identification and who did take an oath:



[Signature]
Signature

Danielle Dutily
Print Name

Notary Public, State of Florida

My Commission Expires: Oct. 1, 2024

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY and DANA RIDGELL to be my agent for this application.

JEFFREY ZEBRASKY
Print Name of Owner

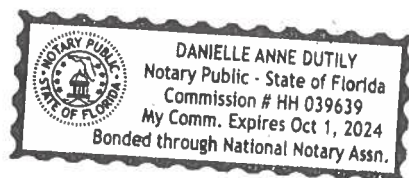
x [Signature]
Signature of Owner

715 SOUTH RD
Address: Number and Street (P.O. Box)

BOYNTON BEACH FL, 33435
City and State (Zip Code)

Palm Beach
STATE OF FLORIDA, HIGHLANDS COUNTY
AL

The Foregoing instrument was acknowledged before me this 15 day of December, 2023 by Jeffrey Zebasky who is personally known by me ☐ or who has produced FL DL, as identification and who did (did not) take an oath.



[Signature]
Signature
Danielle Dutily
Print Name

Notary Public, State of Florida

My Commission Expires: Oct. 1, 2024

Notary Public, State of Florida
My Commission Expires: 04/28/2025

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, Dana Riddell, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Dana Riddell
Print Name of Agent

Dana Riddell
Signature of Agent

2224 N. Archer Rd.
Address: Number and Street (P.O. Box)

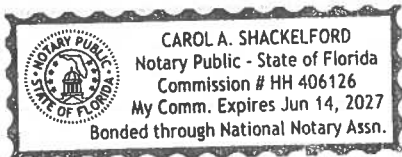
Avon Park, FL 33825
City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2023, by Dana Riddell who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Carol A. Shackelford
Signature

Carol A Shackelford-cl
Print Name



Notary Public, State of Florida
My Commission Expires: _____

RESOLUTION NO. 23-24-72

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-08-36-33-A00-0080-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of the property identified by the Highlands County Property Appraiser through Parcel ID# C-08-36-33-A00-0080-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering agricultural and residential objectives; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-08-36-33-A00-0080-0000 and as more particularly described as:

A parcel of land lying in Section 8, Township 36 South, Range 33 East, Highlands County, Florida. Said parcel being described as follows: Commence at the southwest corner of said Section 8; thence S 89°56'14" E, along the south line of said Section 8, a distance of 50.00 feet to the east right-of-way line of County Road 721 (a/k/a Nine Mile Grade); thence N 00°02'48" E, along said east right-of-way line, a distance of 1284.82 feet to the southerly line of that parcel of land described as Parcel Three, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 87°14'35" E, along said southerly line, a distance of 771.15 feet to point of curvature of a curve concave to the southwest, having a radius of 200.00 feet and a central angle of 35°18'32"; thence southeasterly along the arc of said curve and along the southerly line of said Parcel Three, a distance of 123.25 feet to the point of tangency; thence S 51°56'30" E, along the southerly line of said Parcel Three, a distance of 777.92 feet to the westerly prolongation of the easterly line of that parcel recorded in Official Records Book 2788, Page 1504, Public Records of Okeechobee County, Florida, and the Point of Beginning; thence N 36°52'32" E, along said westerly prolongation and along the easterly line of said parcel recorded in Official Records Book 2788, Page 1504, a distance of 452.20 feet; thence N 00°03'21" W, along said easterly line, a distance of 507.88 feet to the northwest corner of that parcel of land described as Parcel One, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence, along the northerly line of said Parcel One, the following six (6) courses and distances: 1) S 66°27'47" E, a distance of 155.37 feet; 2) S 58°23'38" E, a distance of 270.00 feet; 3) N 62°33'48" E, a distance of 100.00 feet; 4) N 00°16'42" W, a distance of 120.00 feet; 5) S 88°41'44" E, a distance of 120.00 feet; 6) S 52°22'00" E, a distance of 9.26 feet; thence S 40°38'04" W, a distance of 1179.19 feet to the southerly line of aforesaid Parcel Three; thence N 51°56'03" W, along said southerly line, a distance of 115.33 feet to the Point of Beginning;

And,

A parcel of land lying in Section 8, Township 36 South, Range 33 East, Highlands County, Florida. Said parcel being described as follows: Commence at the southwest corner of said Section 8; thence S 89°56'14" E, along the south line of said Section 8, a distance of 50.00 feet to the east right-of-way line of County Road 721 (a/k/a Nine Mile Grade); thence N

00°02'48" E, along said east right-of-way line, a distance of 1284.82 feet to the southerly line of that parcel of land described as Parcel Three, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 87°14'35" E, along said southerly line, a distance of 771.15 feet to point of curvature of a curve concave to the southwest, having a radius of 200.00 feet and a central angle of 35°18'32"; thence southeasterly along the arc of said curve and along the southerly line of said Parcel Three, a distance of 123.25 feet to the point of tangency; thence S 51°56'30" E, along the southerly line of said Parcel Three, a distance of 777.92 feet to the westerly prolongation of the easterly line of that parcel recorded in Official Records Book 2788, Page 1504, Public Records of Okeechobee County, Florida; thence continue along said southerly line, a distance of 115.33 feet to the Point of Beginning; thence N 40°38'04" E, a distance of 1179.19 feet to the north line of that parcel of land described as Parcel One, recorded in Official Records Book 2188, Page 1112, Public Records of Okeechobee County, Florida; thence S 52°22'00" E, along the northerly line of said Parcel One, a distance of 187.74 feet; thence S 40°38'04" W, a distance of 1180.59 feet to the southerly line of aforesaid Parcel Three; thence N 51°56'03" W, along said southerly line, a distance of 184.67 feet to the Point of Beginning.

is hereby changed from Conservation/Management Lands District, CM, to Agricultural District, AU.

B. The official zoning atlas of the County is hereby amended to reflect that the zoning for the Property is AU.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2149, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 23-24-23, adopting a small-scale comprehensive plan amendment, CPA-23-632SS, changing the land use designation on the Property from Conservation/Management Lands, CM, to Agricultural, AG.

DONE AND ADOPTED, this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Rachel Barry, Zoning Supervisor

SUBJECT/TITLE: Public hearing to consider adoption of proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Wireless Communications Facilities (often referred to as, but not limited to, cell towers) need to be updated and/or removed. Staff presented a Statement of Legislative Intent before the Board of County Commissioners on November 7, 2023, proposing to amend these regulations, and was instructed to move forward with drafting the amendments. The proposed amendments would allow an applicant to request a reduction on the number of colocations required and replaces a requirement to obtain written consent from certain property owners surrounding the proposed location with a requirement to notify the same property owners in advance of filing the application.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance No. 23-24-24 the proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Staff Report P&Z 2146 for BCC.pdf](#)
[Ordinance No. 23-24-24.pdf](#)
[Ordinance 23-24-24 Business Impact Form.pdf](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Land Development Regulations Amendment	BCC Hearing Date: 03/19/2024
Case Number: P&Z 2146	Case Name: LDR Amendments Sections 12.08.134 & 12.08.135
Public Hearing: BCC	Case Staff Member: Rachel Barry

Amendment: Land Development Regulations (LDRs) – Text Amendments

Proposal: To amend Sections 12.08.134 and 12.08.135 of the LDRs

Area Covered

By Amendment: Unincorporated Highlands County

Staff Recommendations and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance No. 23-24-24 the proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.
- Staff Recommendation to the Planning and Zoning Commission:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.
- Excerpt from the February 13, 2024, DRAFT P&Z Minutes, and Recommendation to the BCC: “7.C. HEARING NUMBER P&Z 2146 – ORDINANCE NO. 23-24- - PROPOSED AMENDMENTS TO SECTIONS 12.08.134 AND 12.08.135 OF THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS**
The proposed updates are related to wireless communication facility requirements. Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received and no one spoke in favor or against the request. The proposed updates to Sections 12.08.134.A. and 12.08.135.F. are intended to allow an applicant to request a reduction in the required number of co-locations. The proposed updates to Section 12.08.135.I., are intended to replace an

overburdensome requirement to have all surrounding property owners give written consent for the tower with a requirement to notify the same property owners of the proposed tower, prior to filing any applications, to allow additional notification time prior to the hearing date.

Motion by Mrs. Ezell and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special exception application requirements for wireless communications facilities, and Section 12.08.135, Wireless communications facilities (WCF), of the Highlands County Code of Ordinances.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Summary of Proposed Amendments

It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Wireless Communications Facilities (often referred to as, but not limited to, cell towers) conflict with relevant legal authority in Florida, are considered over-burdensome under certain market conditions, and need to be updated and/or removed.

Staff presented a Statement of Legislative Intent before the Board of County Commissioners on November 7, 2023, proposing to amend these regulations, and was instructed to move forward with drafting the amendments.

Subsection F. of Section 12.08.135 of the LDRs currently requires that a cell tower provide co-location opportunities for every 30 feet the tower exceeds 50 feet in height. Co-location is when more than one wireless communication service provider uses a single tower to attach antenna(s) for the purpose of providing wireless communications services. This requirement can be excessive at times, but in other times may be deemed necessary.

For example, the maximum overall height allowed for a tower in certain districts is 350 feet, which would require 10 additional co-location opportunities ($350 \text{ feet} - 50 = 300$; $300 \text{ feet} \div 30 = 10$). However, a 100-foot-tall tower would only require one (1) additional co-location opportunity ($100 \text{ feet} - 50 = 50$; $50 \text{ feet} \div 30 = 1.67$, or 1). Market conditions for cellular towers may not warrant what the County's regulations require. The proposed amendments to this Section would allow an applicant to request a reduction in the number of co-location requirements, similar to the ability to request a reduced separation from other towers. Co-location requirements are also referenced in Subsection A. of Section 12.08.134, so there are proposed amendments to both Sections.

Subsection I. of Section 12.08.135 of the LDRs currently requires a minimum setback of 200 feet or 300 percent of the tower height, whichever is greater, from any residential uses, zoning districts, or land use designations, as well as any conservation lands. To be exempt from this setback requirement, all property within the required setback must be owned by the same person or entity owning the property upon which the tower will be

located OR all owners of property within that minimum required setback must agree in writing to the construction of the tower(s).

The original purpose behind such a large setback was to guard against damages due to collapse of a tower. However, the requirement to obtain written consent from all property owners within a specified area is inconsistent with controlling law in Florida and would essentially render certain towers impossible to construct, even where the collapsing features of the tower are such that such a large setback would no longer be necessary. The proposed amendments to this Section would require the applicant to notify all property owners in writing within the same range that is currently listed, and include proof, such as a Certificate of Mailing, with their special exception application to show that such notifications were sent out to the appropriate parties.

Attachments:

1. Proposed Amendment to the LDRs

PROPOSED AMENDMENTS TO THE LDRs

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.08.134. – Special exception application requirements for wireless communications facilities.

A. Applications for special exceptions shall be processed in accordance with this Chapter and shall include the following documentation:

1. Copies of the following letters and all responses shall be provided to the county administrator for verification: Applicant's letters to other entities owning or using transmission towers in Highlands County and extending to a point one mile outside of Highlands County, as identified on a list maintained by Highlands County Planning Division, sent ~~registered~~ certified mail, return receipt requested inquiring whether said entities have a need to co-locate antennas or have tower space available for co-location of antennas;
2. A statement by the applicant as to whether construction of the transmission tower will accommodate co-location of additional antennas for future wireless service providers, including the co-location capacity; or a request to modify the co-location requirements, where such request will not be contrary to the public interest and where, owing to conditions peculiar to the request, a literal enforcement of co-location requirements would result in unnecessary and undue hardship. A request for modification of co-location requirements shall include sufficient reasoning as to why the request should be granted;

5. A letter of intent, committing the tower owner and his or her successors and assigns to allow the shared use and co-location of the tower, if additional user(s) agree in writing to meet reasonable terms and conditions for such shared use, unless a request to modify co-location requirements is approved by the Board of Adjustment; and

Section 12.08.135. – Wireless communications facilities (WCF).

F. Co-location requirements for ground-mounted towers and alternative tower structures. Ground-mounted towers and alternative tower structures over 50 feet in height shall be designed and constructed to accommodate one co-location for each additional 30

feet in tower height proposed. Towers less than 50 feet in height shall be exempt from this provision. An applicant may include a request to modify the co-location requirements, where such request will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of co-location requirements would result in unnecessary and undue hardship. A request for modification of co-location requirements shall include sufficient reasoning and evidence as to why the request should be granted.

I. Separation distances from adjacent residential zoning, residential comprehensive plan category, or residential use.

1. Separation distances required by this section shall be measured from the boundary lines of the parcel upon which the tower will be located.

2. ~~A request by an applicant for a ground-mounted tower for a reduction of the separation distance specified in subsection I.1. may be granted, in whole or in part, by the BOA if it finds, based upon the record at the public hearing, that the following standards, where applicable, have been met:~~

- ~~a. The reduction will not be contrary to the public interest;~~
- ~~b. The reduction will promote co-location;~~
- ~~c. The reduction will not create significant incompatibilities with the impacted zoning district(s) or comprehensive plan designation(s) specified in this subsection;~~
- ~~d. Locating the tower in compliance with the separation requirements set forth in this section would create a greater aesthetic impact than would be caused by allowing a reduction.~~
- ~~e. The tower will be substantially screened or concealed from public view in the adjacent zoning protected districts(s) or designations(s) by intervening buildings, mature trees, landscaping, structures or similar screening.~~
- ~~f. The reduction is needed to provide adequate service; and~~
- ~~g. If the separation is reduced, the reduced separation shall not be less than the setbacks specified in this section.~~

42. Ground-mounted towers (monopole, lattice and guyed tower) shall have a horizontal separation of 200 feet or 300 percent of the tower height whichever is greater ~~when the tower is adjacent or in proximity to~~ from any residential zoning districts or other property having an existing residential use, or conservation management zoning districts, or other areas designated low density residential, medium density residential, high density residential or conservation/management on the comprehensive plan future land use map unless the property within ~~that 200 feet or 300 percent of the tower height, whichever is greater,~~ the required separation distance is owned by the same property owner who owns the property upon which the tower will be located ~~or all owners of property within that 200 feet or 300 percent of the tower height and legally competent persons residing within~~

~~that 200 feet or 300 percent of the tower height as of the application date agree in writing to construction of the tower(s). Alternative towers require no separation other than the setbacks required by this section. These separation distances established in this section shall be required unless reduced by special exception, pursuant to meeting the applicable standards contained in subsection 1.2. below and the reduction allowed under the special exception may not be greater than 50 percent of the separation distance otherwise required by this subsection. or the applicant notifies all property owners within the required separation distance in writing of the proposed tower and its location. Said notification shall be on a form approved by the County and sent with a Certificate of Mailing; the required Certificate of Mailing shall be provided with the application for special exception.~~

3. Alternative towers require no separation other than the setbacks required by this section.

ORDINANCE NO. 23-24-24

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.134, SPECIAL EXCEPTION APPLICATION REQUIREMENTS FOR WIRELESS COMMUNICATIONS FACILITIES AND SECTION 12.08.135, WIRELESS COMMUNICATION FACILITIES (WCF); PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.134, SPECIAL EXCEPTION APPLICATION REQUIREMENTS FOR WIRELESS COMMUNICATIONS FACILITIES. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Section 12.08.134, Special Exception Application Requirements for Wireless Communications Facilities, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~striketthrough~~ words constitute deletions to existing text, and asterisks (*) indicate omitted parts which are intended to remain unchanged.**

Section 12.08.134. – Special exception application requirements for wireless communications facilities.

- A. Applications for special exceptions shall be processed in accordance with this Chapter and shall include the following documentation:
1. Copies of the following letters and all responses shall be provided to the county administrator for verification: Applicant's letters to other entities owning or using transmission towers in Highlands County and extending to a point one mile outside of Highlands County, as identified on a list maintained by Highlands County Planning Division, sent ~~registered~~ certified mail, return receipt requested inquiring whether said entities have a need to co-locate antennas or have tower space available for co-location of antennas;
 2. A statement by the applicant as to whether construction of the transmission tower will accommodate co-location of additional antennas for future wireless service providers, including the co-location capacity; or a request to modify the co-location requirements, where such request will not be contrary to the public interest and where, owing to conditions peculiar to the request, a literal enforcement of co-location requirements would result in unnecessary and undue hardship. A request for modification of co-location requirements shall include sufficient reasoning as to why the request should be granted;

5. A letter of intent, committing the tower owner and his or her successors and assigns to allow the shared use and co-location of the tower, if additional user(s) agree in writing to meet reasonable terms and conditions for such shared use, unless a request to modify co-location requirements is approved by the Board of Adjustment; and

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.135, WIRELESS COMMUNICATIONS FACILITIES (WCF). Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Section 12.08.135, Wireless Communications Facilities (WCF), is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (*) indicate omitted parts which are intended to remain unchanged.**

- F. Co-location requirements for ground-mounted towers and alternative tower structures. Ground-mounted towers and alternative tower structures over 50 feet in height shall be designed and constructed to accommodate one co-location for each additional 30 feet in tower height proposed. Towers less than 50 feet in height shall be exempt from this provision. An applicant may include a request to modify the co-location requirements, where such request will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of co-location requirements would result in unnecessary and undue hardship. A request for modification of co-location requirements shall include sufficient reasoning and evidence as to why the request should be granted.

- I. Separation distances from adjacent residential zoning, residential comprehensive plan category, or residential use.
1. Separation distances required by this section shall be measured from the boundary lines of the parcel upon which the tower will be located.
 2. ~~A request by an applicant for a ground mounted tower for a reduction of the separation distance specified in subsection I.1. may be granted, in whole or in part, by the BOA if it finds, based upon the record at the public hearing, that the following standards, where applicable, have been met:~~
 - a. ~~The reduction will not be contrary to the public interest;~~
 - b. ~~The reduction will promote co-location;~~
 - c. ~~The reduction will not create significant incompatibilities with the impacted zoning district(s) or comprehensive plan designation(s) specified in this subsection;~~
 - d. ~~Locating the tower in compliance with the separation requirements set forth in this section would create a greater aesthetic impact than would be caused by allowing a reduction.~~
 - e. ~~The tower will be substantially screened or concealed from public view in the adjacent zoning protected districts(s) or designations(s) by intervening buildings, mature trees, landscaping, structures or similar screening.~~
 - f. ~~The reduction is needed to provide adequate service; and~~

~~g. If the separation is reduced, the reduced separation shall not be less than the setbacks specified in this section.~~

- ~~42. Ground-mounted towers (monopole, lattice and guyed tower) shall have a horizontal separation of 200 feet or 300 percent of the tower height whichever is greater when the tower is adjacent or in proximity to from any residential zoning districts or other property having an existing residential use, or conservation management zoning districts, or other areas designated low density residential, medium density residential, high density residential or conservation/management on the comprehensive plan future land use map unless the property within that 200 feet or 300 percent of the tower height, whichever is greater, the required separation distance is owned by the same property owner who owns the property upon which the tower will be located or all owners of property within that 200 feet or 300 percent of the tower height and legally competent persons residing within that 200 feet or 300 percent of the tower height as of the application date agree in writing to construction of the tower(s). Alternative towers require no separation other than the setbacks required by this section. These separation distances established in this section shall be required unless reduced by special exception, pursuant to meeting the applicable standards contained in subsection 1.2. below and the reduction allowed under the special exception may not be greater than 50 percent of the separation distance otherwise required by this subsection, or the applicant notifies all property owners within the required separation distance in writing of the proposed tower and its location. Said notification shall be on a form approved by the County and sent with a Certificate of Mailing; the required Certificate of Mailing shall be provided with the application for special exception.~~
3. Alternative towers require no separation other than the setbacks required by this section.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Sections 12.08.134 and 12.08135, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 7. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 and Section 3 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 8. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 19 day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk



Highlands County Board of County Commissioners

Ordinance Business Impact Estimate Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-24

ORDINANCE TITLE: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.134, SPECIAL EXCEPTION APPLICATION REQUIREMENTS FOR WIRELESS COMMUNICATIONS FACILITIES AND SECTION 12.08.135, WIRELESS COMMUNICATION FACILITIES (WCF); PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Wireless Communications Facilities (often referred to as, but not limited to, cell towers) conflict with relevant legal authority in Florida, are considered over-burdensome under certain market conditions, and need to be updated and/or removed. Staff presented a Statement of Legislative Intent before the Board of County Commissioners on November 7, 2023, proposing to amend these regulations, and was instructed to move forward with drafting the amendments. The proposed Ordinance allows an applicant to request a reduction on the number of colocation requirements, and replaces a requirement to obtain written consent from certain property owners surrounding the proposed location with a requirement to notify the same property owners in advance of filing the application.

DEPARTMENT: Development Services, Planning and Zoning Division

MEETING DATE: March 19, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
 - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

XXX A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
Related to the issuance or refinancing of debt.
Required to comply with a federal or state law or regulation.
Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
Required to implement a contract or an agreement.
Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: J.D. Langford, P.E., County Engineer

SUBJECT/TITLE: Request to approve Resolution 23-24-68 for closing the platted portion of roadway name Hickory Street (Currently Abilene Street).

STATEMENT OF ISSUE

Attached for your consideration is Resolution 23-24-68 vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THAT PORTION OF HICKORY STREET (CURRENTLY ABILENE STREET) LYING BETWEEN BLOCKS 2 AND 3, BEING BOUNDED ON THE SOUTH BY SEABOARD AIRLINE RAILROAD (CURRENTLY CSX TRANSPORTATION RAILROAD) AND BOUNDED ON THE NORTH BY THE WESTERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID BLOCK 3, ALL AS SHOWN ON THE PLAT OF HICKORY VILLA, RECORDED IN PLAT BOOK 8, PAGE 47 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Golden Key Warehouse, LLC, and Serafin Cortes, Jr., and Elizabeth Rullan Arcelay, is requesting this vacation to protect the Petitioner's property, through which the platted unnamed alley runs, from trespass, vandalism, and disease. This was duly published in the Highlands News Sun and the Proof of Publication was provided to the Clerk of Court.

RECOMMENDED ACTION

Move to Approve Resolution 23-24-68 for closing the platted portion of roadway name Hickory Street (Currently Abilene Street).

FISCAL IMPACT

No Fiscal Impact

Attachments: [Agenda Packet - Hickory St \(Currently Abilene St\).pdf](#)
[Resolution 23-24-68 VOR Hickory Street.docx](#)

Resolution
Place Holder
For
Vacation of Road
Hickory St
(Currently Abilene St)

PETITION

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

FROM: Golden Key Warehouse, LLC
1079 S. Memorial Dr., Suite 1
Avon Park, Florida 33825

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 Hickory Street (currently Abilene Street) lying between Blocks 2 and 3, being bounded
on the South by Seaboard Airline Railroad (currently CSX Transportation Railroad) and bounded on
the North by the Westerly prolongation of the North boundary of said Block 3, all as shown on the plat
of HICKORY VILLA, recorded in Plat Book 8, Page 47 of the Public Records of Highlands County, Florida.

The petition is being requested for the following reason:

The right-of-way is substandard in width being only 50' where the County minimum is 60', so the
county would have to acquire 10 additional feet on either side of the properties. One of the properties
has existing warehouses on it and it would put the required setbacks to the warehouse out of compliance.

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

PETITION

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

FROM: Serafin Cortes, Jr. and Elizabeth Rullan Arcelay

3509 Village Road

Sebring, Florida 33872

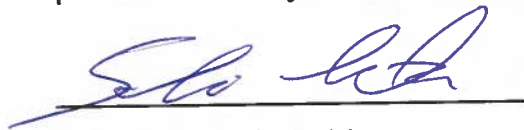
This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of Hickory Street (currently Abilene Street) lying between Blocks 2 and 3, being bounded on the South by Seaboard Airline Railroad (currently CSX Transportation Railroad) and bounded on the North by the Westerly prolongation of the North boundary of said Block 3, all as shown on the plat of HICKORY VILLA, recorded in Plat Book 8, Page 47 of the Public Records of Highlands County, Florida.

The petition is being requested for the following reason:

The right-of-way is substandard in width being only 50' where the County minimum is 60', so the county would have to acquire 10 additional feet on either side of the properties. One of the properties has existing warehouses on it and it would put the required setbacks to the warehouse out of compliance.

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

Hickory St. (Plot)
Abikene St. (field)

Memorial Drive

Bennett St.

Pondie Sub Rd.

"Exhibit A"
**DECLARATION OF
UNITY OF TITLE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that pursuant to Section 12.05.317 of the Code of Ordinances of Highlands County, Florida, in order to meet **minimum lot size** requirements of Section **12.05.252, Industrial District (I-2)** of the Code of Ordinances Highlands County, Florida, the undersigned, **Golden Key Warehouses, LLC**, being the fee owner of the following described real property lying, being and situated in Highlands County, Florida, to-wit:

Lots 1, 2, 3, 10, 11, 12, 13, and 19, Block 3, and Lot 3, Block 2, less the northerly 60 feet thereof, and that vacated portion of Abilene Street, an unimproved 50 foot right-of-way, lying south of the westerly extension of the north line of Lots 3 and 10, Block 3, all in Hickory Villa, according to the Plat thereof, recorded in Plat Book 8, Page 47, Public Records of Highlands County, Florida.

does hereby make the following declaration of conditions, limitations and restrictions of said lands, hereafter referred to as Declaration of Unity of Title Agreement covering the above described lands.

1. The aforesaid plot, parcel, or combinations of separate lots be considered unified as an undivided parcel of land for zoning purposes.

2. This Declaration of Unity of Title Agreement shall constitute a covenant running with the land, as provided by law, shall be binding upon the undersigned, their heirs, successors, assigns of the owner, all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel until such time as the same may be released, or amended, in writing under the order of the County Administrator, or his/her designee.

3. The undersigned does further agree that this instrument shall be filed for record in the Public Records of Highlands County, Florida.

4. The undersigned does further acknowledge and affirm that there are no taxes owed to the Highlands County Tax Collector's Office for the above referenced properties. A document from the Highlands County Tax Collector's Office, submitted to the Highlands County Property Appraiser's Office, states that no taxes are owed prior to recording this document.

5. I affirm that the above items are true, correct, and executed. If any of the provisions are not completed, this Declaration of Unity of Title Agreement is null and void.

IN WITNESS, WHEREOF, the undersigned has caused this Declaration of Unity of Title Agreement to be executed in appropriate manner and its seal to be affixed this ____ day of _____, 20____.

**Signed, Sealed and Delivered
In Our Presence:**

Golden Key Warehouses, LLC,
a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, this _____ day of _____, 20____, by
_____ who is personally known to me ☐ or who has produced
_____ as identification and who did (did not) take an oath.

Signature

Print Name

State of Florida
My Commission Expires: _____

Prepared by: Rachel Barry, Zoning Supervisor, 501 S Commerce Ave., Sebring, FL 33870

"Exhibit B"
**DECLARATION OF
UNITY OF TITLE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that pursuant to Section 12.05.317 of the Code of Ordinances of Highlands County, Florida, in order to meet **minimum lot size** requirements of Section **12.05.252, Industrial District (I-2)**, of the Code of Ordinances Highlands County, Florida, the undersigned, **Serafin Cortes Jr. and Elizabeth Rullan Arcelay**, being the fee owner of the following described real property lying, being and situated in Highlands County, Florida, to-wit:

Lots 1, 2, and the northerly 60 feet of Lot 3, Block 2, and Lots 4, 5, and 6, and the westerly 35 feet of Lots 7, 8, and 9, Block 3, and that vacated portion of Abilene Street, an unimproved 50 foot right-of-way, lying north of the westerly extension of the north line of Lots 3 and 10, Block 3, all in Hickory Villa, according to the Plat thereof, recorded in Plat Book 8, Page 47, Public Records of Highlands County, Florida.

does hereby make the following declaration of conditions, limitations and restrictions of said lands, hereafter referred to as Declaration of Unity of Title Agreement covering the above described lands.

1. The aforesaid plot, parcel, or combinations of separate lots be considered unified as an undivided parcel of land for zoning purposes.

2. This Declaration of Unity of Title Agreement shall constitute a covenant running with the land, as provided by law, shall be binding upon the undersigned, their heirs, successors, assigns of the owner, all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel until such time as the same may be released, or amended, in writing under the order of the County Administrator, or his/her designee.

3. The undersigned does further agree that this instrument shall be filed for record in the Public Records of Highlands County, Florida.

4. The undersigned does further acknowledge and affirm that there are no taxes owed to the Highlands County Tax Collector's Office for the above referenced properties. A document from the Highlands County Tax Collector's Office, submitted to the Highlands County Property Appraiser's Office, states that no taxes are owed prior to recording this document.

5. I affirm that the above items are true, correct, and executed. If any of the provisions are not completed, this Declaration of Unity of Title Agreement is null and void.

IN WITNESS, WHEREOF, the undersigned has caused this Declaration of Unity of Title Agreement to be executed in appropriate manner and its seal to be affixed this ____ day of _____, 20____.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Owner Signature

Printed Name

Printed Name

Witness Signature

Post Office Address

Printed Name

Witness Signature

Owner Signature

Printed Name

Printed Name

Witness Signature

Post Office Address

Printed Name

STATE OF FLORIDA
COUNTY OF HIGHLANDS

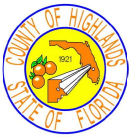
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by **Serafin Cortes Jr. and Elizabeth Rullan Arcelay**, who are personally known to me ☐ or who have produced _____ and _____, respectively, as identification and who did (did not) take an oath.

Signature

Print Name

State of Florida
My Commission Expires: _____

Prepared by: Rachel Barry, Zoning Supervisor, 501 S Commerce Ave., Sebring, FL 33870



Highlands County Engineering Department

Reference Map ABILENE STREET ROAD RIGHT OF WAY VACATION

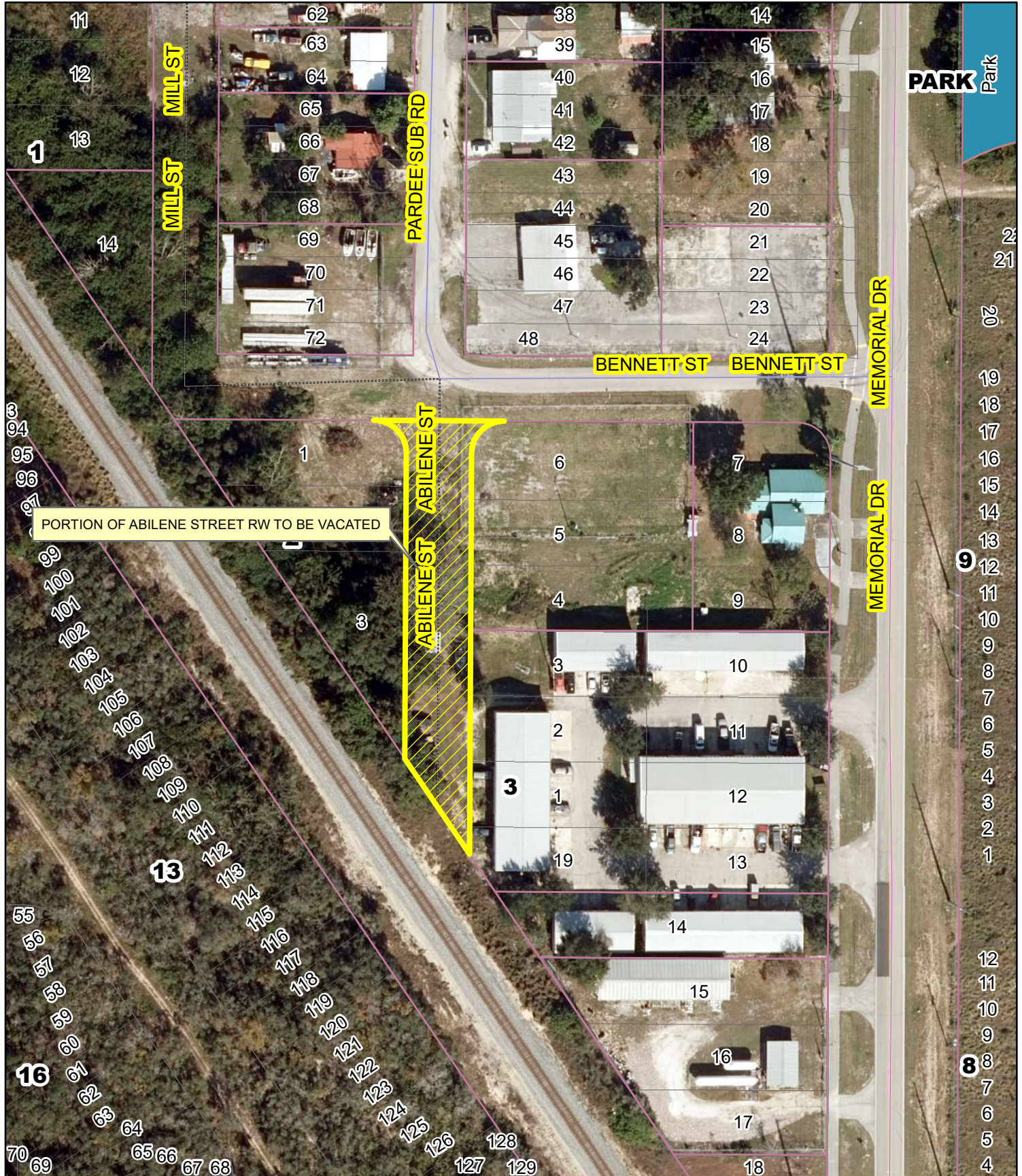


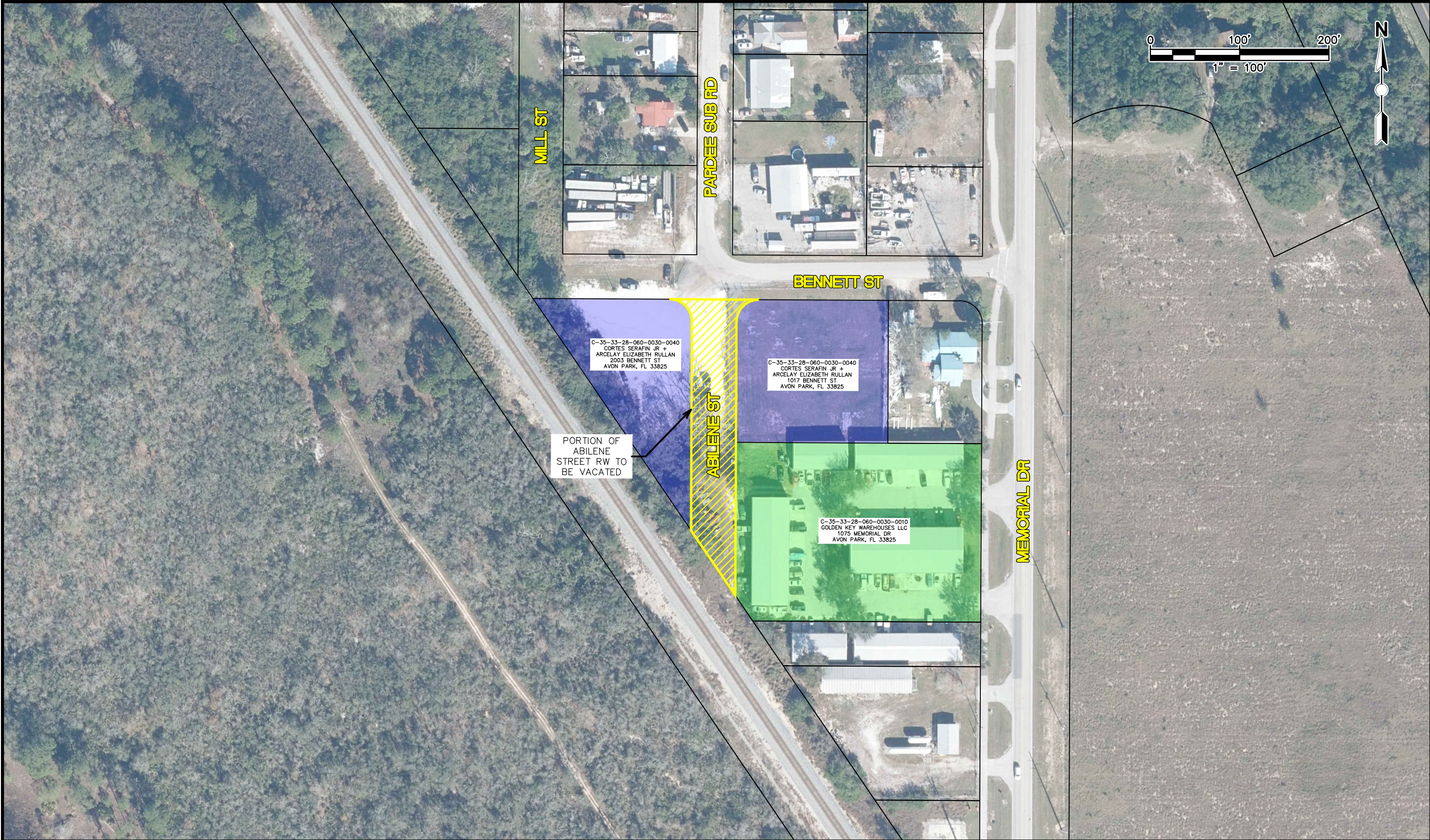
Prepared By: Doug Nietubicz
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey

Map Created: 12/18/2023

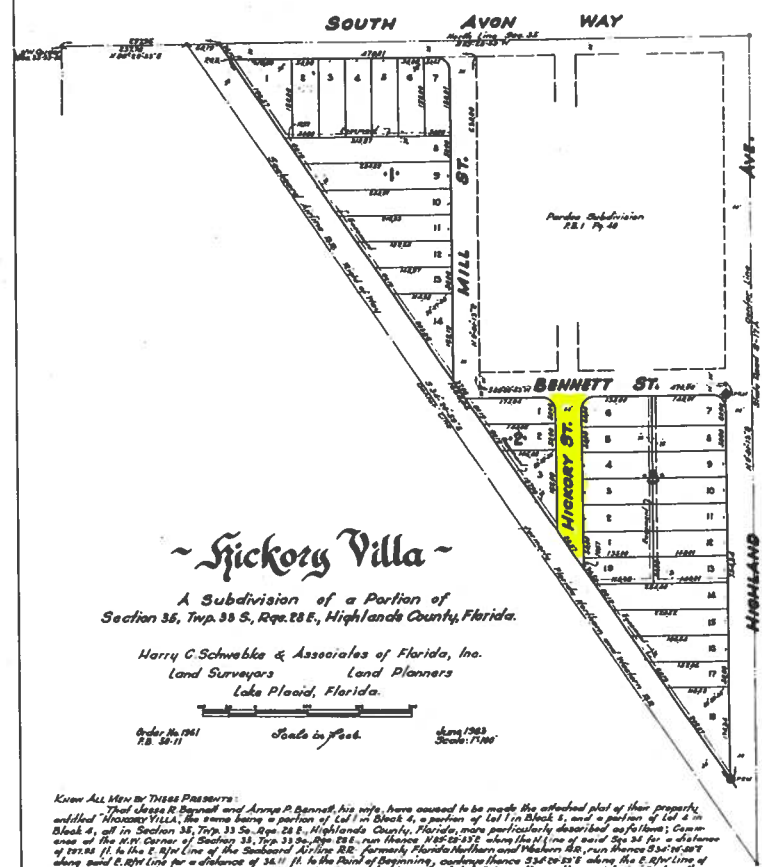
1 inch = 100 feet





REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E.		HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870			ABILENE STREET ROAD RIGHT-OF-WAY VACATION REFERENCE MAP		SCALE: HORIZ. 1"=100' VERT. N/A	
DATE	BY	DESCRIPTION		DRAWN BY: STACEY MAHONEY							PROJECT NO. N/A	REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.								
				IN CHARGE: J.D. LANGFORD, P.E.		APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402					DATE: 12/27/2023	
				DATE: 12/27/2023								
G:\PROJECTS\Other Projects\ABILENE STREET ROW VACATION\Abilene Street Road_Right of Way Vacation_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb												

PAID BY 1, 103 47



Hickory Villa
A Subdivision of a Portion of
Section 35, Twp. 33 S., Rge. 28 E., Highlands County, Florida.

Harry C. Schwelbe & Associates of Florida, Inc.
Land Surveyors
Lake Placid, Florida.

Order No. 1961
F.S. 50-11
Scale in Feet.
June 1963
Scale: 1"=40'

KNOW ALL MEN BY THESE PRESENTS:
That Jesse R. Bennett and Anne P. Bennett, his wife, have caused to be made the attached plat of their property, entitled "Hickory Villa", the same being a portion of Lot 1 in Block 4, a portion of Lot 1 in Block 4, all in Section 35, Twp. 33 S., Rge. 28 E., Highlands County, Florida, more particularly described as follows: Commence at the NW Corner of Section 35, Twp. 33 S., Rge. 28 E., run thence N 89° 25' 32" E. along the N 1/4 line of said Sec 35 for a distance of 102.84 ft. to the E. Right Line of the Sectioned 1/4 Line R.R. formerly Florida Northern and Western R.R., run thence S 34° 16' 00" E. along said E. Right Line for a distance of 34.11 ft. to the Point of Beginning, continue thence S 24° 26' 25" E. along the E. Right Line of said R.R. for a distance of 184.64 ft. to the W. Right Line of Highland Ave. (State Rd. 9-17A) run thence N 89° 25' 32" E. along the W. Right Line of said Highland Ave. for a distance of 164.34 ft. to the S. Line of Parades Subdivision as recorded in Plat Book 1 of Page 45 of the Public Records of Highlands County, Florida, run thence S 89° 25' 32" E. along the S. Line of said Parades Subdivision for a distance of 470.81 ft. to the N. Line of said Parades Subdivision, run thence N 89° 25' 32" E. along the W. Line of said Parades Subdivision for a distance of 634.81 ft. to the S. Right Line, said Right Line being 34.80 ft. S. of N. Line of said Sec. 35, run thence S 89° 25' 32" E. along said Right Line and being 34.80 ft. S. of the N. Line of said Section 35 for a distance of 470.81 ft. to the Point of Beginning.

That the Streets as shown on the attached plat together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the delectors, their heirs, successors or assigns, the reversion or reversion thereof, whenever discontinued by law.

In WITNESS WHEREOF we have hereunto set our hands and seals this 28th day of June, AD 1963.

Signed in the presence of:
1. Billie Kay White
Joseph W. Bennett as to both
Jesse R. Bennett
Anne P. Bennett
Joseph P. Bennett

STATE OF FLORIDA. County of HIGHLANDS. ss. Before me this day personally appeared Jesse R. Bennett and Anne P. Bennett, his wife, to me well known to be the persons subscribed in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the purposes therein described.

In WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 28th day of June, AD 1963.
My commission expires: 6-30-64
Philip H. Smith
Notary Public, State of Florida at Large.

STATE OF FLORIDA. County of HIGHLANDS. ss. This is to certify that the Board of County Commissioners of Highlands County, Florida, has officially approved this Plat on this 28th day of June, AD 1963.
Attest: Earl Rich Clerk of the Circuit Court
Signed: W. A. Smith Chairman

STATE OF FLORIDA. County of HIGHLANDS. ss. I, Earl Rich, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined this Plat and that it complies in and with the laws of the State of Florida regulating the making of Surveys and the filing for record of Maps and Plats, and have this day filed same for record in Book 2 of Plats, at Page 45 of the Public Records of Highlands County, Florida.
In WITNESS my hand and official seal at Sebring, Highlands County, Florida, this 28th day of July, AD 1963.
Signed: Earl Rich Clerk of the Circuit Court.

STATE OF FLORIDA. County of HIGHLANDS. ss. I HEREBY CERTIFY that the attached plat entitled "Hickory Villa" is a true and correct representation of the land as actually surveyed and plotted under my direction; and that the Permanent Reference Monument have been set as indicated in accordance with Section 7, Chapter 1921 (The 1921) of the Laws of the State of Florida.
Harry C. Schwelbe & Associates of Florida, Inc.
By: Philip H. Smith
Registered Land Surveyor No. 2000
State of Florida.

Surveyors Notes.
Contains a Permanent Reference Monument.
Indicates a 20' Easement reserved for the installation and maintenance of Public and/or Private Utilities.
Dimensions on Corner Cuts are to the intersection of the Block Lines extended unless otherwise shown.
Corner Cuts are 60' x 60'.

Approved: _____ County Attorney
Approved: _____ County Surveyor
Filed: _____ R.S. _____ Page _____



Hickory St (Currently Abilene St) at Bennet St and Pardee Sub Rd



Highlands County Property Appraiser**C-35-33-28-060-0030-0010**<https://www.hcpao.org/Search/Parcel/28333506000300010C>

1075 MEMORIAL DR
AVON PARK, FL 33825-

DOR Code: 48 - WAREHOUSE STOR/DIST
Neighborhood Code: 5501 - AVON PARK IND.

Owners

GOLDEN KEY
WAREHOUSES LLC

Legal Description

HICKORY VILLA 8/47
LOTS 1-2-3 + 10 TO 13 INC +
19 BLK 3

Mailing Address

1079 MEMORIAL DR STE 1
AVON PARK, FL 33825



Highlands County Property Appraiser

C-35-33-28-060-0030-0140<https://www.hcpao.org/Search/Parcel/28333506000300140C>

1071 MEMORIAL DR
AVON PARK, FL 33825

DOR Code: 48 - WAREHOUSE STOR/DIST
Neighborhood Code: 5501 - AVON PARK IND.

Owners

GOLDEN KEY
WAREHOUSES LLC

Legal Description

HICKORY VILLA
PB 8 PG 47
LOT 14 BLK 3

Mailing Address

1079 MEMORIAL DR STE 1
AVON PARK, FL 33825



C-35-33-28-060-0020-0010

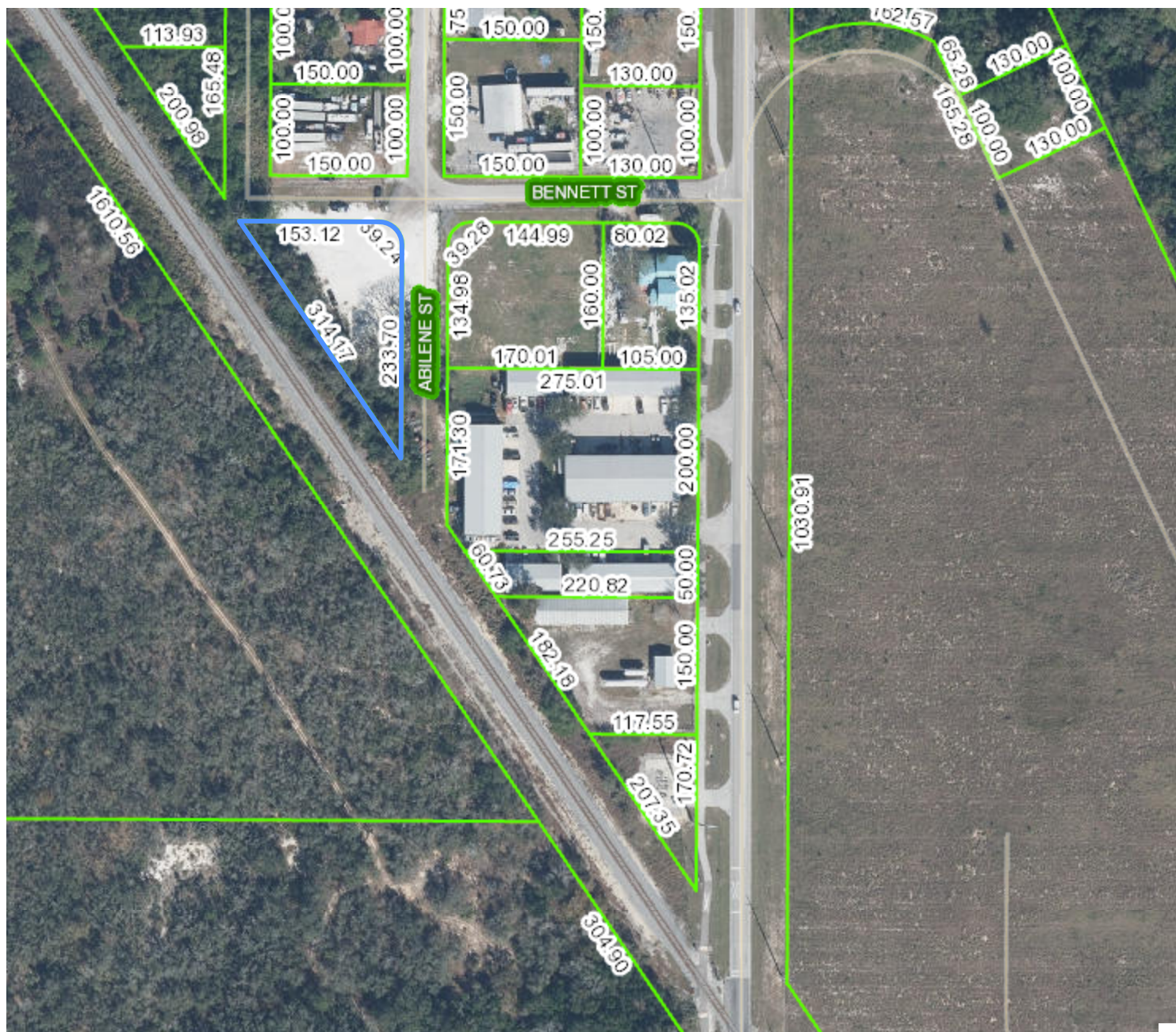
2003 BENNETT ST
AVON PARK, FL 33825-

DOR Code: 40 - VACANT INDUSTRIAL
Neighborhood Code: 5501 - AVON PARK IND.

Legal Description

HICKORY VILLA
PB 8 - PG 47
LOTS 1-2-3 BLK 2

3509 VILLAGE RD
SEBRING, FL 33872



This instrument prepared by:
Abel A. Putnam, Esquire
PUTNAM & CREIGHTON, P.A.
Post Office Box 3545
Lakeland, FL 33802-3545

Note: Grantor and Grantee are under common ownership, and the beneficial ownership interest is not changing.
Documentary Stamp Tax is paid herewith based upon the encumbrance owed

\$365,242.45

SPECIAL WARRANTY DEED

THIS INDENTURE,

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this 17 day of April, 2022, between JAMES W. WOOD and DEBORAH E. WOOD, husband and wife, whose mailing address is 1079 Memorial Dr., Suite 1, Avon Park, FL 33825, Grantor, and GOLDEN KEY WAREHOUSES, LLC, a Florida limited liability company, whose mailing address is 1079 Memorial Dr., Suite 1, Avon Park, FL 33825, Grantee,

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs, successors, and assigns forever, the following described land in Highlands County, Florida, to-wit:

PARCEL 1:

Lots 1, 2, 3, 10, 11, 12, 13 and 19, Block 3, of HICKORY VILLA, according to the plat thereof as recorded in Plat Book 8, Page 47, of the Public Records of Highlands County, Florida.

PARCEL 2:

Lot 14, Block 3, of HICKORY VILLA, according to the plat thereof as recorded in Plat Book 8, Page 47, of the Public Records of Highlands County, Florida.

Parcel Identification Numbers: C-35-33-28-060-0030-0010 & C-35-33-28-060-0030-0140

This conveyance is subject to the following:

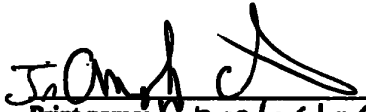
1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2022 and subsequent years.

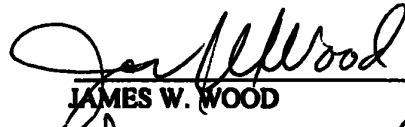
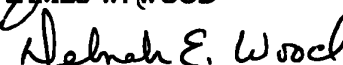
Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully

warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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:

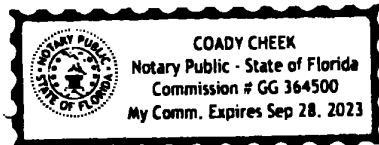

Print name: James W. Wood


JAMES W. WOOD

DEBORAH E. WOOD


Print name: James W. Wood

STATE OF FLORIDA }
COUNTY OF HIGHLANDS }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 19 day of April, 2022, by JAMES W. WOOD and DEBORAH E. WOOD, who [] are personally known to me or who [] produced FL DL as identification.




Notary Public

S:\Documents\Deeds\GoldenKey.wpd

This instrument prepared by:
Abel A. Putnam, Esquire
PUTNAM & CREIGHTON, P.A.
Post Office Box 3545
Lakeland, FL 33802-3545

Note: Grantor and Grantee are under common ownership, and the beneficial ownership interest is not changing.
Documentary Stamp Tax is paid herewith based upon the encumbrance owed

\$365,242.45

SPECIAL WARRANTY DEED

THIS INDENTURE,

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this 17 day of April, 2022, between JAMES W. WOOD and DEBORAH E. WOOD, husband and wife, whose mailing address is 1079 Memorial Dr., Suite 1, Avon Park, FL 33825, Grantor, and GOLDEN KEY WAREHOUSES, LLC, a Florida limited liability company, whose mailing address is 1079 Memorial Dr., Suite 1, Avon Park, FL 33825, Grantee,

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs, successors, and assigns forever, the following described land in Highlands County, Florida, to-wit:

PARCEL 1:

Lots 1, 2, 3, 10, 11, 12, 13 and 19, Block 3, of HICKORY VILLA, according to the plat thereof as recorded in Plat Book 8, Page 47, of the Public Records of Highlands County, Florida.

PARCEL 2:

Lot 14, Block 3, of HICKORY VILLA, according to the plat thereof as recorded in Plat Book 8, Page 47, of the Public Records of Highlands County, Florida.

Parcel Identification Numbers: C-35-33-28-060-0030-0010 & C-35-33-28-060-0030-0140

This conveyance is subject to the following:

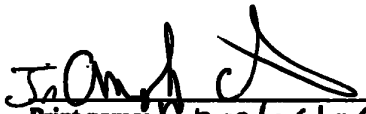
1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2022 and subsequent years.

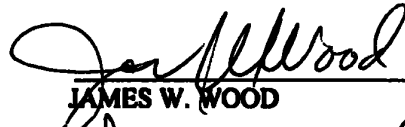
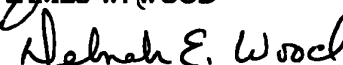
Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully

warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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:

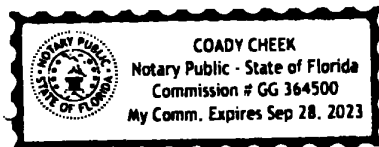

Print name: James W. Wood

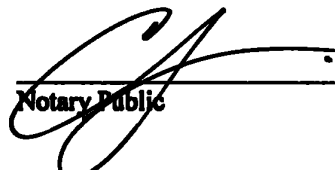

JAMES W. WOOD

DEBORAH E. WOOD


Print name: James W. Wood

STATE OF FLORIDA }
COUNTY OF HIGHLANDS }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 19 day of April, 2022, by JAMES W. WOOD and DEBORAH E. WOOD, who [] are personally known to me or who [] produced FL DL as identification.




Notary Public

S:\Documents\Deeds\GoldenKey.wpd

Prepared By and Return To:

Title Solutions Group of Florida
104 W. Reynolds Street , Suite 13
Plant City , FL 33563
Sam I. Reiber

Consideration: \$100,000.00
Order No.: 21-1533A

Property Appraiser's Parcel I.D. (folio) Number:
C-35-33-28-060-0030-0040, C-35-33-28-060-0020-0010 and
C-35-33-28-060-0020-0010

WARRANTY DEED

THIS WARRANTY DEED dated November 12, 2021, by Omar Danilo Hernandez, a married man, whose post office address is 4902 Mackerel Drive, Sebring, Florida 33870 (the "Grantor"), to Serafin Cortes, Jr. and Elizabeth Rullan Arcelay, husband and wife, whose post office address is 3509 Village Road, Sebring, Florida, 33872 (the "Grantee").

(Wherever 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)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars And 10/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Highlands, State of Florida, viz:

Lots 1, 2 and 3, Block 2, HICKORY VILLA, according to the plat thereof, recorded in Plat Book 8, Page 47, Public Records of Highlands County, Florida.

And

Lots 4 through 9, inclusive, Block 3, Less the East 105 feet thereof, HICKORY VILLA, according to the plat thereof, recorded in Plat Book 8, Page 47, Public Records of Highlands County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon. Grantor(s) homestead is: 4902 Mackerel Drive, Sebring, FL 33870

Subject to easements, restrictions, reservations and limitations of record, if any.

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: 2021.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Omar Danilo Hernandez

Grantor Address:
4902 Mackerel Drive
Sebring, FL 33870

Signed, sealed and delivered in presence of:

Krystal Williams

Witness Signature

Krystal Williams

Printed Name of First Witness

Paul Wheeler

Witness Signature

Paul Wheeler

Printed Name of Second Witness

State of Florida

County of Hillsborough

The foregoing instrument was executed and acknowledged before me by means of ✓ Physical Presence or Online Notarization on 04/12/20 by Omar Danilo Hernandez who has produced FDL as means of identification.

Krystal Williams

Notary Signature

Notary Name

Notary Commission

Notary Expires

(OFFICIAL SEAL)



KRYSTAL D. WILLIAMS
Commission # HH 164559
Expires August 12, 2025
Bonded Thru Budget Notary Services

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2023 REAL ESTATE

15054

40

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C353328-06000300010
ESCROW CD

PAY, SEARCH, OR PRINT RECEIPT ONLINE AT
WWW.HCTAXCOLLECTOR.COM
(863) 402-6685

02/09/2024 11:40:21

EXEMPTION CODES

GOLDEN KEY WAREHOUSES LLC
1079 MEMORIAL DR STE 1
AVON PARK, FL 33825

1075 MEMORIAL DR AVON PARK FL

HICKORY VILLA 8/47
LOTS 1-2-3 + 10 TO 13 INC +
19 BLK 3

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	419,342	0	419,342	7.8500	\$3,291.83
SCHOOL GENERAL FUND	419,342	0	419,342	3.1890	\$1,337.28
SCHOOL BASIC DISCRETIONARY	419,342	0	419,342	0.7480	\$313.67
SCHOOL CAPITAL IMPROVEMENT	419,342	0	419,342	1.5000	\$629.01
SWFWM DISTRICT	419,342	0	419,342	0.2043	\$85.67
TOTAL AD-VALOREM TAXES			13.4913		\$5,657.46
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	AMOUNT				
COUNTY FIRE - INDUSTRIAL (122)	\$1,195.47				
TOTAL NON AD-VALOREM ASSESSMENTS					\$1,195.47
COMBINED TAXES AND ASSESSMENTS					\$6,852.93
If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024		
Please Pay	6,784.40	6,852.93	7,058.52		

Payment by check will be processed either as a one-time electronic fund transfer or as a check transaction. For inquiries, please call 863-402-6685

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024
Please Pay	6,784.40	6,852.93	7,058.52

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

GOLDEN KEY WAREHOUSES LLC
1079 MEMORIAL DR STE 1
AVON PARK, FL 33825

1075 MEMORIAL DR AVON PARK FL

HICKORY VILLA 8/47
LOTS 1-2-3 + 10 TO 13 INC +
19 BLK 3

2023-REAL ESTATE 15054

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C353328-06000300010			40

02/09/2024 11:40:21
DELINQUENT TAX AMOUNTS
ARE SUBJECT TO CHANGE

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2023 REAL ESTATE

15057

40

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C353328-06000300140
ESCROW CD

PAY, SEARCH, OR PRINT RECEIPT ONLINE AT
WWW.HCTAXCOLLECTOR.COM
(863) 402-6685

02/09/2024 11:41:32

EXEMPTION CODES

GOLDEN KEY WAREHOUSES LLC
1079 MEMORIAL DR STE 1
AVON PARK, FL 33825

1071 MEMORIAL DR AVON PARK FL

HICKORY VILLA
PB 8 PG 47
LOT 14 BLK 3

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	134,804	0	134,804	7.8500	\$1,058.21
SCHOOL GENERAL FUND	134,804	0	134,804	3.1890	\$429.89
SCHOOL BASIC DISCRETIONARY	134,804	0	134,804	0.7480	\$100.83
SCHOOL CAPITAL IMPROVEMENT	134,804	0	134,804	1.5000	\$202.21
SWFWM DISTRICT	134,804	0	134,804	0.2043	\$27.54
TOTAL AD-VALOREM TAXES				13.4913	\$1,818.68

Payment by check will be processed either as a one-time electronic fund transfer or as a check transaction. For inquiries, please call 863-402-6685

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
COUNTY FIRE - INDUSTRIAL (122)	\$389.29
TOTAL NON AD-VALOREM ASSESSMENTS	\$389.29

COMBINED TAXES AND ASSESSMENTS	\$2,207.97
--------------------------------	------------

If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024
Please Pay	2,185.89	2,207.97	2,274.21

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024
Please Pay	2,185.89	2,207.97	2,274.21

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

GOLDEN KEY WAREHOUSES LLC
1079 MEMORIAL DR STE 1
AVON PARK, FL 33825

1071 MEMORIAL DR AVON PARK FL

HICKORY VILLA
PB 8 PG 47
LOT 14 BLK 3

2023-REAL ESTATE 15057

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C353328-06000300140			40

02/09/2024 11:41:32
DELINQUENT TAX AMOUNTS
ARE SUBJECT TO CHANGE

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2023 REAL ESTATE

15053

40

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C353328-06000200010
ESCROW CD

PAY, SEARCH, OR PRINT RECEIPT ONLINE AT
WWW.HCTAXCOLLECTOR.COM
(863) 402-6685

02/09/2024 11:42:26

EXEMPTION CODES

CORTES SERAFIN JR + (+1)
3509 VILLAGE RD
SEBRING, FL 33872

2003 BENNETT ST AVON PARK FL
HICKORY VILLA
PB 8 - PG 47
LOTS 1-2-3 BLK 2

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	8,020	0	8,020	7.8500	\$62.96
SCHOOL GENERAL FUND	8,020	0	8,020	3.1890	\$25.58
SCHOOL BASIC DISCRETIONARY	8,020	0	8,020	0.7480	\$6.00
SCHOOL CAPITAL IMPROVEMENT	8,020	0	8,020	1.5000	\$12.03
SWFWM DISTRICT	8,020	0	8,020	0.2043	\$1.64
TOTAL AD-VALOREM TAXES			13.4913		\$108.21
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	AMOUNT				
COUNTY FIRE - PARCEL (124)	\$28.84				
TOTAL NON AD-VALOREM ASSESSMENTS					\$28.84
COMBINED TAXES AND ASSESSMENTS					\$137.05
If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024		
Please Pay	135.68	137.05	141.16		

Payment by check will be processed either as a one-time electronic fund transfer or as a check transaction. For inquiries, please call 863-402-6685

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Feb 29, 2024	Mar 31, 2024	Apr 30, 2024
Please Pay	135.68	137.05	141.16

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

CORTES SERAFIN JR + (+1)
3509 VILLAGE RD
SEBRING, FL 33872

2003 BENNETT ST AVON PARK FL
HICKORY VILLA
PB 8 - PG 47
LOTS 1-2-3 BLK 2

2023-REAL ESTATE 15053

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C353328-06000200010			40

02/09/2024 11:42:26
DELINQUENT TAX AMOUNTS
ARE SUBJECT TO CHANGE

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Road Closure/Golden Key

STATE OF FLORIDA
COUNTY OF HIGHLANDS

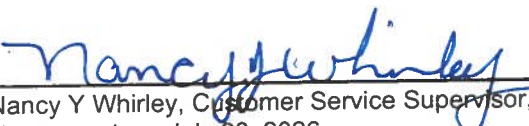
Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

February 09, 2024

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:


Janet Emerson

Sworn to and subscribed before me this 9th day of February 2024 by Janet Emerson, who is personally known to me.


Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00029927 00149062

POLSTON ENGINEERING
PO BOX 588
SEBRING, FL 33871



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

PUBLIC NOTICE OF INTENTION
TO APPLY TO THE BOARD OF
COUNTY COMMISSIONERS
TO CLOSE ROADS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Golden Key Warehouse, LLC, and Serafin Cortes, Jr. and Elizabeth Rullan Arcelay will, on the 19th day of March 2024, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will close the roads described below and renounce and disclaim any rights of the County and the public in and to the roads and land in connection therewith. The roads are described as:

THAT PORTION OF HICKORY STREET (CURRENTLY ABILENE STREET) LYING BETWEEN BLOCKS 2 AND 3, BEING BOUNDED ON THE SOUTH BY SEABOARD AIRLINE RAILROAD (CURRENTLY CSX TRANSPORTATION RAILROAD) AND BOUNDED ON THE NORTH BY THE WEST-ERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID BLOCK 3, ALL AS SHOWN ON THE PLAT OF HICKORY VILLA, RECORDED IN PLAT BOOK 8, PAGE 47 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, by email: hrrmanager@highlandsl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF
COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN

ATTEST: Jerome Kaszubowski,
Clerk of Court
Feb. 9, 2024

**PUBLIC NOTICE OF INTENTION
TO APPLY TO THE BOARD OF
COUNTY COMMISSIONERS
TO CLOSE ROADS**

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Golden Key Warehouse, LLC, and Serafin Cortes, Jr., and Elizabeth Rullan Arcelay will, on the 19th day of March 2024, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will close the roads described below and renounce and disclaim any rights of the County and the public in and to the roads and land in connection therewith. The roads are described as:

THAT PORTION OF HICKORY STREET (CURRENTLY ABILENE STREET) LYING BETWEEN BLOCKS 2 AND 3, BEING BOUNDED ON THE SOUTH BY SEABOARD AIRLINE RAILROAD (CURRENTLY CSX TRANSPORTATION RAILROAD) AND BOUNDED ON THE NORTH BY THE WESTERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID BLOCK 3, ALL AS SHOWN ON THE PLAT OF HICKORY VILLA, RECORDED IN PLAT BOOK 8, PAGE 47 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, by email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

**BOARD OF
COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN**

ATTEST: Jerome Kaszubowski,
Clerk of Court
Feb. 9, 2024

RESOLUTION NO.: 23-24-68

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A RIGHT OF WAY, AS PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY GOLDEN KEY WAREHOUSE, LLC, AND SERAFIN CORTES, JR., AND ELIZABETH RULLAN ARCELAY; 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; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of Golden Key Warehouse, LLC, and Serafin Cortes, Jr., and Elizabeth Rullan Arcelay ("Petitioner"), requesting that Highlands County vacate a Right of Way as described herein and renounce and disclaim the rights of the County and of the public in and to said 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 February 6, 2024; and

WHEREAS, on February 9, 2024, the Petitioner published a notice of public hearing and intent to petition the County to vacate the right of way described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on March 19, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the 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. That Right of Way as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Right of Way and the lands so described are hereby renounced and forever disclaimed:

THAT PORTION OF HICKORY STREET (CURRENTLY ABILENE STREET) LYING BETWEEN BLOCKS 2 AND 3, BEING BOUNDED ON THE SOUTH BY SEABOARD AIRLINE RAILROAD (CURRENTLY CSX TRANSPORTATION RAILROAD) AND BOUNDED ON THE NORTH BY THE WESTERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID BLOCK 3, ALL AS SHOWN ON THE PLAT OF HICKORY VILLA, RECORDED IN PLAT BOOK 8, PAGE 47 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of March 2024.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By:

Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Mar 19, 2024

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request to Adopt Resolution 23-24-80 for Budget Amendment 23-24-067 to appropriate Sheriff's Miscellaneous Revenue.

STATEMENT OF ISSUE

In previous years the Sheriff's Office netted the revenues and expenditures in its financial statements. Our auditors have determined that the Sheriff's Office needs to report the revenue separately as "Charges for Services". Thus, the Extra Duty services revenue in FY 23-24 in the amount of \$120,237.50 needs to be reflected as "Charges for Services by the Sheriff's office, along with a corresponding budget increase in the amount of \$120,237.50 in Law Enforcement Personal Services.

In addition, The Sheriff's office receives miscellaneous revenue for Avon Park Law Enforcement for vehicles. Thus, the revenue collected in FY 23-24 in the amount of \$200,340.00 needs to be reflected as "Capital Outlay" by the Sheriff's Office, along with a corresponding budget increase in the amount of \$200,340.00 in Law Enforcement Capital Outlay for a total increase in the amount of \$320,577.50.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-80 for Budget Amendment 23-24-067 to appropriate Sheriff's Miscellaneous Revenue in accordance with the Auditors.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$320,577.50 which is being appropriated in cost center 3101 (Sheriff-005), account 51001 (Personal Services-Elected Official) and account 56001 (Capital Outlay-Elected Official) in the amounts of \$120,237.50 and \$200,340.00, respectively.

Attachments: [23-24-067 Sheriff_Appropriate Add'l Misc Revenue \(BA\).pdf](#)
[23-24-067R Sheriff_Appropriate Add'l Misc Revenue \(Resolution\).pdf](#)

March 12, 2024

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

PAGE 1 of 1

BUDGET AMENDMENTS

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

DATE: 3/7/2024

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General Fund COST CENTER(S) #: 3101

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Sheriff-005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421001	Law Enforcement Services Other		0.00	320,577.50		320,577.50
E	005	3101	51001	Personal Services Elected Official		19,804,627.00	120,237.50		19,924,864.50
E	005	3101	56001	Capital Outlay Elected Official		286,876.73	200,340.00		487,216.73
									0.00
									0.00
									0.00
									0.00

REASON: To appropriate Miscellaneous Revenue collected into FY 23/24 as recommended by the County Auditors.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-067

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: _____ / _____ / _____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-80

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 23-24-067 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 23-24-067 is hereby approved and authorized to appropriate the Sheriff's Miscellaneous Revenues received year-to-date into FY 23-24, as recommended by the Auditors, in the amount of \$320,577.50.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of March, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of March 11, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER: Sarah Beth Rogers, Executive Manager of Business and Economic Development

SUBJECT/TITLE: Letter of support for the Florida Heartland Economic Region of Opportunity's Rural Development Grant application through the Florida Department of Commerce.

STATEMENT OF ISSUE

The Florida Heartland Economic Region of Opportunity (FHRO) is applying for a Rural Development Grant through the Florida Department of Commerce to complete a multitude of projects throughout the FHRO region. Highlands County directly benefits from this grant. Last year, our retail recruitment plan was funded by this grant, and this year, FHRO intends to update our housing study from 2018 as one of the funded projects through this grant opportunity.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [FHRO'S GRANT APP 030324 SIGNED LETTER.pdf](#)



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION**

600 S. Commerce Ave., Sebring, Florida 33870

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

March 3, 2024

Mr. Terry Burroughs, Chairman
Florida Heartland Economic Region of Opportunity, Inc. (FHRO)
c/o Robbie Chartier
304 NW 2nd Street
Room 123
Okeechobee, Florida

Dear Mr. Burroughs:

On behalf of Highlands County, we are submitting this letter of support for FHRO's Grant application being submitted to the Florida Department of Commerce.

FHRO provides economic development support and collaboration throughout the south-central region through marketing, facilitation and advocacy in rural South-Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years, the counties in the FHRO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals, and aspirations. Over the last year FHRO completed the following projects:

- Conducted a Workforce Alignment Audit for AirGlades International Airport
- Conducted a Retail Market Analysis Study for Highlands County
- Hosted a Rural Summit
- Completed a Strategic Plan for Glades County
- Prepared an Economic Impact Study for AirGlades International Airport

These projects are essential for the future of the region. We appreciate the FHRO Board of Directors' and staff's proactive approach to regional collaboration. We look forward to another successful year.

Sincerely,

Laurie A. Hurner
Highlands County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 19, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from to March 5, 2024, to March 18, 2024

Attachments: