# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# Tuesday, April 18, 2023
# 9:00 AM
# 600 S. Commerce Ave. Sebring, FL 33870
# AGENDA

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

**2 INVOCATION**

**3 PLEDGE OF ALLEGIANCE**

**4 ANNOUNCEMENTS**

The Highlands Soil & Water Conservation District will meet on Tuesday, April 18, at 3:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Children's Services Council will hold a meeting, on Wednesday, April 19, 2023, at 3:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, April 19, 2023, at 8:00 a.m., in Conference room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Affordable Housing Advisory Committee will hold a regular body meeting, on Wednesday, April 19, 2023, at 3:30 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring

The Istokpoga Marsh Watershed Improvement District will hold a special meeting on Thursday, April 27, 2023, at 5:30 p.m., in Conference room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

**5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

**6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

6.A *Request approval of a Proclamation recognizing the week of April 23-29, 2023 as National Library Week.*
Vikki Brown, Highlands Library System Manager
No fiscal impact.
NLW-2023-Proclamation .pdf

6.B *Request approval of a Proclamation recognizing April 27, 2023, as "Law Day".*
Shannon Nash, Chair of the Highlands County Bar Association.
There is no fiscal impact.
LAW DAY 2023 PROCLAMATION.docx

6.C *Request approval of a Proclamation declaring the month of April 2023 as "Water Conservation Month" in Highlands County.*
Clinton Howerton Jr., P.E., Director of Critical Infrastructure
Cindy C. Rodriguez, Sr. Government Affairs Regional Manager - Southwest Florida Water Management District

No fiscal impact
Water Conservation 2023.pdf

6.D *Request approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.*
Chris Campbell, Chairman
No fiscal impact.
Donate Life Proclamation 2023.docx

**7 PUBLIC COMMENT**

**8 CONSENT AGENDA**

8.A *Request approval of the contract between Highlands County and Edgewood Landscape and Nursery, Inc.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is $33,000.00. This item is already allocated within the adopted FY 2022/2023 budget.
ITB 23-008.Edgewood Landscape.SGS.pdf
23-008 Edgewood Landscape and Nursery Inc-Submission.pdf
23-008 Recommendation for Award_Signed.pdf

8.B *Request approval of the contract between Highlands County and Jack's Lawn & Landscaping.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is $94,490 from 4110 (Sebring Parkway Maintenance) for FY 2022/2023 with a 50% reimbursement from the City of Sebring. This item is already allocated within the adopted FY 2022/2023 budget.
23-007 Recommendation for Award.pdf
23-007 Agreement.pdf
23-007 Jacks-Submission.pdf

8.C *Request adoption of Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District.*
Liz Barber, Legislative Affairs & Grants Coordinator
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely moving funds within the nine (9) projects for Sun 'N Lake of Sebring Improvement District funded by ARPA funds.
22-23-072 SNL-Sebring ARPA Projects 21084-21092 Revisions (BA).pdf
22-23-072R SNL-Sebring ARPA Projects 21084-21092 Revisions (Resolution).pdf

8.D *Request to approve Budget Amendment 22-23-070 to reallocate funds from Cost Center4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to*

*Project #22051 (Annex 2nd floor renovation).*
JD Langford, P.E., County Engineer
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this budget amendment is merely a realignment of funds from Cost Center 4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project #22051 (Annex 2nd floor renovation), account 56200Z (Project Buildings).
22-23-070 Proj 22051 - Annex 2nd Floor Renovation.pdf

8.E *Request approval of Amendment #0005 to Subcontract Agreement 20-25-42 between the Highlands County Board of County Commissioners and the Ounce of Prevention Fund of Florida, Inc., outlining funding movement among grant-funded categories and revised grant budget with associated funding changes.*
Cynthia Acevedo, Healthy Families Program Manager
The approval of this amendment will allow for an estimated cost savings of $64,289 to the General Fund (005).
Highlands Amendment 5 FY 22-23 4.3.23.pdf

8.F *Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allowthe Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to section 274.05, Florida Statutes.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is unknown. Revenue generated from sale proceeds will be distributed into the appropriate revenue accounts.
Surplus Office updated 4-5-23.pdf

8.G *Request approval of the minutes from the February 23, 2023 Special Meeting of the Board of County Commissioners/Hospital District, and the March 7, 2023 and March 21, 2023 Regular Meeting(s) of the Board.*
022323SPECIAL.pdf
030723REG.pdf
032123REG.pdf

8.H *Request adoption of resolution 22-23-79 for Budget Amendment 22-23-068 to allocate the Children's Advocacy Center's Hospital District Board grant for FY 22/23.*
Julie Richardson, Children's Advocacy Center Manager
There is no fiscal impact to Fund 155 (Hospital District) or the overall budget. This budget amendment is merely moving the adopted budgeted funds into Project 22050 (Hospital Dist. Board FY 22/23) and appropriating the funds in Cost Center 1155 (Hospital District).
22-23-068 Project 22050 Hospital District Board (BA).pdf
22-23-068R Project 22050 Hospital District Board (Resolution).pdf

8.I *Request approval of Consultant Services Agreement (CSA) #1 with Parlier+Crews Architects and Design Studio P.A. for the Engineering Design and Construction Support Services for Road & Bridge Main Facility Expansion-Project #22030.*
Jonathan Harrison, Road & Bridge Director
There is no fiscal impact as this project is budgeted with the FY 22/23 Adopted Budget.
20-024 Parlier Crews CSA 1 RB Main v4-5-2023 board.pdf

8.J *Request approval to waive the Landfill Tipping Fees the Leisure Lakes Civic*

*Association community clean up.*
Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that The Leisure Lakes Civic Association will haul an estimated (8) tons of Class 1 waste at a cost of $45.00 per ton for a total of $360.00 to be waived. The figures are an estimate based upon similar events. This is the first cleanup for this association.
email - Leisure Lakes Civic Assoc.pdf

8.K *Request adoption of Resolution 22-23-90 for Budget Amendment 22-23-074 to realign funding in the amount of $15,042.00 for purchases to upgrade equipment in the Emergency Operations Center.*
Corey Amundsen, Emergency Management Manager
There is no fiscal impact.
22-23-074 EOC Realignment.pdf
22-23-074R EOC Realignment.pdf

8.L *Request adoption of Resolution 22-23-92 for Budget Amendment 22-23-076 to set up Project 22055 funds for the Bullet Proof Vest (BPV) grant program for the Sheriff within the General Fund.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $9,887.50; these funds will be received from a donation from the Florida Sheriff's Association.
22-23-076 Project 22055 BPV 22-23 (BA).pdf
22-23-076R Project 22055 BPV 22-23 (Resolution).pdf

**9 COMMITTEE ASSIGNMENTS:**

**10 PUBLIC HEARING**

10.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-615SS, for three parcels totaling an approximate 32.98 acres, from Agriculture (AG) to Medium Density Residential (RM).*
Sergio Garcia, Planner I
There is no fiscal impact.
Staff Report CPA-23-615SS for BCC Center Ridge Caretaking, Desoto MHP.pdf
Application CPA-23-615SS Center Ridge Caretaking, Desoto MHP.pdf
Ordinance CPA-23-615SS Center Ridge Caretaking, Desoto MHP.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2).*
Sergio Garcia, Planner I
There is no fiscal impact.
Staff Report P&Z 2122 for BCC Center Ridge Caretaking, Desoto MHP.pdf
Application P&Z 2122 - Center Ridge Caretaking, Desoto MHP.pdf
Resolution P&Z 2122 - Center Ridge Caretaking, Desoto MHP.pdf

10.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-616SS, for three parcels totaling an approximate 39.72*

*acres, from Agriculture (AG) to Medium Density Residential (RM).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-23-616SS for BCC Center Ridge Caretaking, MLK MHP.pdf
Application CPA-23-616SS Center Ridge Caretaking, MLK MHP.pdf
Ordinance CPA-23-616SS Center Ridge Caretaking, MLK MHP.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2123, changing the Official Zoning Atlas for three parcels totaling an approximate 39.72 acres, from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2123 for BCC Center Ridge Caretaking, MLK MHP.pdf
Application P&Z 2123 - Center Ridge Caretaking, MLK MHP.pdf
Resolution P&Z 2123 - Center Ridge Caretaking, MLK MHP.pdf

**11 ACTION AGENDA**

11.A *Request adoption of Resolution 22-23-83 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplemental Agreement No. 2") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 22-23-91 for Budget Amendment 22-23-075.*
Kenya A. Anderson, MSP, Project Manager
James D. Langford, P.E., County Engineer

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $100,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 19016 (Sun-N-Lake Blvd Sidewalk from W of Columbus to E of Columbus), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.
441739-1 LAP Supplemental Agreement #2_.pdf
Sun-N-Lake_Location Map.pdf
22-23-075R Project 19016 Sun 'N Lake Blvd Sidwalk.pdf
BA 22-23-075 Sun 'N Lkake Blvd Sidewalk.pdf

11.B *Request adoption of Resolution 22-23-94 for Budget Amendment 22-23-078 to provide funds for the purchase of three (3) brush trucks and two (2) tankers.*
E. Laney Stearns, Public Safety Director
The fiscal impact is an increase to Fund 181 (Fire Assessments) in the amount of $1,500,000.00. This budget amendment is moving funding from the Fund Balance into Account 56400 (Machinery and Equipment).
2 tankers.pdf
Highlands County Tanker Equipment List.pdf
NJPA-HIGHLANDS COUNTY BOCC-X5H 660A_37968-5_Quote.PDF
22-23-078 Fire Equipment Purchase (BA).pdf
22-23-078R Fire Equipment Purchase (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.
Commissioner's Priorities (FINAL) 4-18-23.pdf
Project Updates (FINAL) 4-18-23.pdf

12.C *Request approval to confirm Nicholas Sawyer as Deputy County Administrator/Chief of Staff.*
Laurie A. Hurner, County Administrator
The agreed upon salary for the position is within the budgeted amount for FY 22/23.
Nicholas Sawyer.pdf

**13 COMMISSIONERS**

**14 INFORMATIONAL**

14.A *Board payables from April 4, 2023, to April 17, 2023*

**15 ADJOURN**

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

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

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

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

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Vikki Brown, Highlands Library System Manager**

**SUBJECT/TITLE:** **Request approval of a Proclamation recognizing the week of April 23-29, 2023 as National Library Week.**

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## STATEMENT OF ISSUE

National Library Week and Proclamation celebrates the beloved institution that is the Highlands County Library System. Libraries continually work for the betterment of our communities by providing open access to resources and an environment for the community to increase both knowledge and understanding.

## RECOMMENDED ACTION

**Move to approve the proclamation recognizing the week of April 23, 2023 as National Library Week.**

## FISCAL IMPACT

No fiscal impact.

Attachments: NLW-2023-Proclamation .pdf

# National Library Week
# 2023 Proclamation

**WHEREAS,** libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS,** libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS,** libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS,** libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS,** libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS,** libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS,** libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS,** libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFOR**E, be it resolved that the Highlands County Board of County Commissioners proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA**

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Chris Campbell, Chairman

(SEAL)
ATTEST:
By: _____
Jerome N. Kaszubowski, Clerk

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Shannon Nash, Chair of the Highlands County Bar Association.**

**SUBJECT/TITLE:** **Request approval of a Proclamation recognizing April 27, 2023, as "Law Day".**

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## STATEMENT OF ISSUE

Highlands County Board of County Commissioners hereby proclaim April 27, 2023 as Law Day in Highlands County, Florida. We urge everyone to observe this day by renewing their commitment to civic engagement, civility, and collaboration.

## RECOMMENDED ACTION

**Move to approve a Proclamation recognizing April 27, 2023, as "Law Day".**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: LAW DAY 2023 PROCLAMATION.docx

**LAW DAY 2023 PROCLAMATION**
**HIGHLANDS COUNTY, FLORIDA**

**WHEREAS**, in 1958 President Eisenhower proclaimed Law Day to honor the role of law in the creation of the United States of America, and in 1961 the United States Congress issued a joint resolution designating a national day on which to celebrate Law Day; and

**WHEREAS**, the theme for Law Day 2023 is Cornerstones of Democracy: Civics, Civility, and Collaboration; and

**WHEREAS**, at times throughout our nation's history, there have been divisions in society, aggravated by incivility in public discourse and insufficient understanding about the Constitution and the way American government works. Even the Founding generation overcame deep divisions to craft our great charter of government; and

**WHEREAS**, all Americans must remember, as President Lincoln proclaimed, "We are not enemies, but friends… Though passion may have strained, it must not break our bonds of affection;" and

**WHEREAS**, members of the legal profession should lead the way in promoting collaboration to overcome our differences and resolve our disputes so that we may strengthen the bonds of affection between citizens, and ensure all Americans understand how our constitutional order protects the blessings of liberty; and

**WHEREAS**, the theme for Law Day 2023 is Cornerstones of Democracy: Civics, Civility, and Collaboration, and we encourage all Americans to work together to overcome our differences, resolve our disputes, and preserve our democracy and republic.

**NOW**, **THEREFORE**, we, the Highlands County Board of County Commissioners, do hereby proclaim April 27, 2023 as Law Day in Highlands County, Florida. We urge everyone to observe this day by renewing their commitment to civic engagement, civility, and collaboration.

**IN WITNESS WHEREOF**, I have hereunto set my hand on this 18th day of April, 2023, in Highlands County, Florida.

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

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Chris Campbell, Chairperson

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

**DATE OF ACTION REQUEST: April 18, 2023**

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|---|---|
| **PRESENTER:** | **Clinton Howerton Jr., P.E., Director of Critical Infrastructure**<br>**Cindy C. Rodriguez, Sr. Government Affairs Regional Manager - Southwest Florida Water Management District** |
| **SUBJECT/TITLE:** | **Request approval of a Proclamation declaring the month of April 2023 as "Water Conservation Month" in Highlands County.** |

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## STATEMENT OF ISSUE

This Proclamation is being presented for the Board's consideration and adoption, at the request of the South Florida Water Management District and the Southwest Florida Water Management District, and is in support of water conservation efforts during the month of April.

## RECOMMENDED ACTION

**Move to approve the Proclamation declaring the month of April 2023 as "Water Conservation Month" in Highlands County.**

## FISCAL IMPACT

No fiscal impact

Attachments: Water Conservation 2023.pdf

# Proclamation

## Board of County Commissioners of Highlands County, Florida

**WHEREAS,** water is a basic and essential need of every living creature; and

**WHEREAS,** The State of Florida, Water Management Districts and the Board of County Commissioners of Highlands County, Florida (Highlands County) are working together to increase awareness about the importance of water conservation; and

**WHEREAS,** Highlands County and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS,** Highlands County has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS,** every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Highlands County, Florida proclaim the month of April as Water Conservation Month. And during this week, calls upon our citizens and businesses to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

DONE AND ADOPTED THIS 18th day of April 2023.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

_____

Chris Campbell, Chairman

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Chris Campbell, Chairman** |
| **SUBJECT/TITLE:** | **Request approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.** |

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## STATEMENT OF ISSUE

Ms. Erika Flores, Public Affairs Coordinator for LifeLink Foundation, Inc. has submitted a Proclamation for the Board's consideration and approval. The Proclamation encourages residents to sign up on Florida's organ and tissue registry.

## RECOMMENDED ACTION

**Move to approve a Proclamation recognizing April as "Donate Life Month" in Highlands County.**

## FISCAL IMPACT

No fiscal impact.

Attachments: Donate Life Proclamation 2023.docx

**Proclamation**

**Board of County Commissioners of Highlands County, Florida**

**WHEREAS,** one of the meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS,** over 103,000 men, women and children are currently on the national waiting list for organ transplantation, of which approximately 4,900 reside in Florida; and

**WHEREAS,** 42,888, a record number of transplants, occurred in the calendar year 2022 thanks to the generosity of 21,370 deceased and living donors, of which 3,064 transplant patients and 1,230 deceased and living donors were from Florida; and

**WHEREAS,** more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and

**WHEREAS,** the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for organ transplant every 10 minutes and each day roughly 20 people die due to the lack of available organs; and

**WHEREAS,** more than 12 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license; and

**WHEREAS,** Lifelink of Florida, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives through organ and tissue donation.

**NOW, THEREFORE,** the Highlands County Board of County Commissioners, does hereby proclaim the month of April 2023, as DONATE LIFE MONTH in Highlands County, and encourages Highlands County residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting www.DonateLifeFlorida.org or when renewing their driver's license or state identification card. Done and adopted this 18th day of April 2023.

BOARD OF COUNTY COMMISSIONERS HIGHLANDS COUNTY, FLORIDA

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Chris Campbell, Chair

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Jonathan Harrison, Road and Bridge Director**

**SUBJECT/TITLE:** **Request approval of the contract between Highlands County and Edgewood Landscape and Nursery, Inc.**

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## STATEMENT OF ISSUE

An Invitation to Bid (ITB 23-0078) for Edgewood Landscape and Nursery, Inc. (ITB 23-008 US Highway 27 from Old SR 8 to S Main Ave area mowing of right-of-way and medians) was performed. After review of the bid, it was determined to be reasonable and in the best interest of the County to award. Recommended Award was posted on March 27, 2023. Attached is the contract with Edgewood Landscaping and Nursery, Inc.

## RECOMMENDED ACTION

**Move to approve the contract between Highlands County and Edgewood Landscape and Nursery, Inc. Move for the Board to approve the County Manager to execute the renewal Amendments in accordance with the terms noted in this Agreement.**

## FISCAL IMPACT

The fiscal impact is $33,000.00. This item is already allocated within the adopted FY 2022/2023 budget.

Attachments: ITB 23-008.Edgewood Landscape.SGS.pdf
23-008 Edgewood Landscape and Nursery Inc-Submission.pdf
23-008 Recommendation for Award_Signed.pdf

## AGREEMENT

**THIS AGREEMENT** is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLIANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Edgewood Landscape and Nursery, Inc., 502 N. Central Avenue, Avon Park, Florida, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for Landscape Maintenance Services, pursuant to the COUNTY's Purchasing Policy and ITB-23-008; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-008; 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 one (1) year beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for three (3) additional periods of one (1) year each.

**SECTION 3. SCOPE OF SERVICES.**

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

**SECTION 4. WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

**SECTION 5. OBLIGATIONS OF THE CONTRACTOR.**

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 6. STANDARD OF CARE.**

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

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 7. COMPENSATION.**

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per cut.

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:

   One Million Dollars ($1,000,000.00) each occurrence;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. EXCESS COVERAGE: Fire damage liability shall be included at One Hundred Thousand Dollars ($100,000).

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder. The policy must include Employer Liability with a limit of One Hundred Thousand Dollars ($100,000) each accident, One Hundred Thousand Dollars ($100,000) each employee, Five Hundred Thousand Dollars ($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 "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. 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.

E. 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.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents,

endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

**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 PIO: GLORIA RYBINSKI**

**COUNTY PUBLIC INFORMATION OFFICER**
**600 SOUTH COMMERCE AVENUE**
**SEBRING, FLORIDA 33870**
**TELEPHONE NUMBER: (863) 702-6836**
**HCBCCRECORDS@HIGHLANDSFL.COM**

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. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

**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 COUNTY 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<br>600 South Commerce Avenue<br>Sebring, Florida 33870 |
| *Copy to:* | Board of County Commissioners of Highlands County<br>Attn: Sherry G. Sutphen, Esquire<br>600 South Commerce Avenue<br>Sebring, Florida 33870<br>ssutphen@roperpa.com |
| CONTRACTOR: | Edgewood Landscape and Nursery, Inc.<br>502 N. Central Avenue<br>Avon Park, Florida 33825 |

**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. AUDITING, RECORDS, AND INSPECTION.**

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

**SECTION 33. SOVEREIGN IMMUNITY.**

The COUNTY expressly retains 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 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 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, 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, FLAG AND/OR LETTERHEAD.**

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. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

**SECTION 36. ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

**SECTION 37. ATTACHMENTS.**

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's solicitation for the Agreement. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

(Signatures on following page)

**IN WITNESS WHEREOF,** the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY**

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

**CONTRACTOR**

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA**
**COUNTY OF** _____

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

**Exhibit "A"**
**Scope of Services**

All mowing, trimming, chemical spraying, edging, and care will be monitored by a County contact person and the Contractor will notify the County's contact person within 24 hours of completion of each cycle for inspection.

The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.

Hours of operation will be from sunrise to sunset, EXCEPT Sundays and County-identified holidays.

While it is recognized that some of the actual right-of-way areas may be being mowed by the adjacent homeowner, the area is the responsibility of Contractor and may still require mowing, weed eating, and/or other clean up.

The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at-all-times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complies fully with these specifications.

The Contractor shall supply parts and labor to maintain the irrigation system as needed. The Contractor shall supply mulch and labor once a year around all trees and planting beds. The Contractor shall be responsible for trimming/pruning all trees and plantings once a year under direction of an ISA certified arborist and in compliance with ANSI A3000 Part 1.

During the months of September through May, the areas shall be mowed on a three-week cycle, unless otherwise determined by the County, with the same requirements as described for the summer months as set forth below in paragraph K.

During the summer months, which are defined as June, July, and August, the areas shall be mowed on a two-week cycle. Grass shall be cut to a maximum three (3) inch height and areas of Peanut Ground Cover at a minimum of 5 inches. Contractor shall take care not to scalp the grass below a recommended minimum height. Mowing shall be provided when grass is between 4-4.5 inches in height. All mowing must be conducted with sharp blades that produce a clean cut of the grass or ground cover. Weed eating (and herbicide application as described below) shall be done around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators, and other similar areas. Areas around ponds will be mowed and weed eating done along fencing. Treatment for weeds in the peanut ground cover with chemical application as needed. The Contractor shall keep all fences free of plants and weeds. Sidewalks and medians shall be edged and sprayed as needed, with all plants and weeds removed and all debris from mowing operations cleaned off. All trash shall be picked up and be properly disposed of before each

mowing cycle; any trash that is shredded during mowing or weed eating operations shall be picked up and properly disposed of.

THE CONTRACTOR SHALL ASSIST TO ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS AND VINES. DOCUMENT AND MAINTAIN IN WRITING THE LOCATION OF COGANGRASS AND TROPICAL SODA APPLE SITES, THE AMOUNT OF THE AREA INFESTED AT EACH SITE, DATE, AND TYPE (PERCENTAGE OF PRODUCT/METHOD USED) AND LAST TREATMENT AND SUBMIT TO THE ENGINEER WITH THE MONTHLY INVOICE.

The Contractor shall be responsible for instructing its employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition. All safety covers and other protective parts of all equipment shall be in place and properly functioning. The equipment shall be free from defects or wear which may in any way constitute a hazard to any person. All electrical equipment shall be properly grounded. Metal blade or mechanical edging is not permitted at locations that could damage underground utilities. All employees shall wear and/or utilize proper personal protective equipment and safety gear, including but not limited to ear protection, safety glasses, and safety boots, while performing services/work under this Agreement. Contractor shall ensure that all persons performing work under this Agreement wear FDOT-approved and certified high visibility safety vests.

The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the specifications of this Agreement and any resulting contract documents.

The Contractor shall have and comply with the “FDOT Indexes” and the “Manual on Uniform Traffic Control Devices” and will maintain safe conditions at all times. During mowing operations, traffic shall be maintained in accordance with all state and local rules and regulations. Contractor is responsible to obtain copies of, review, and implement all applicable provisions of the Florida Department of Transportation (FDOT) maintenance and traffic control manuals, specifications, and related documents. Among standards that may be applicable, Contractor shall comply with FDOT Standard Plans Section 102 of the roadway section (found at: https://www.fdot.gov/design/standardplans/current/default.shtm) and the “Manual on Uniform Traffic Control Devices.”

Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 487, Florida Statutes, pertaining to pesticide regulation and safety, and any regulation or rule promulgated by the Department of Agriculture and Consumer Services, and to assist Highlands County in doing so. Contractor shall provide Material Safety Data Sheets (MSDS) to County prior to utilizing subject chemicals or substances, and shall follow all applicable federal, state, and local laws and regulations. P. All debris, construction scrap, landscape, or tree trimmings created or collected by the Contractor, shall be disposed of at Highlands County’s designated landfill facility at the Contractor’s expense.

Chemical herbicides such as 2-4-D Amine and/or Glyphosate may be used; however, the Contractor must be licensed to use chemicals if such requirements exist. Contractor shall provide the County with a copy of all required permits, certifications, and licenses to use restricted use pesticides for maintenance of the right-of-way. Contractor must provide Material Safety Data Sheets (MSDS) for all products to be provided prior to each delivery or utilization of the product.

Blowing grass off roadway is not required; however, grass on all sidewalks and curbing is required to be blown or swept off. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 8-½ feet per the Maintenance Rating Program Handbook, page 112 (found at: https://www.fdot.gov/maintenance/publications.shtm)

Chemical herbicides shall be applied a minimum of twice a year except as indicated otherwise in the General Specifications for ITB 23-008. The first application should occur during the month of May. The second application should occur in late August. Spray sites include, but are not limited to, in-between sidewalks, where concrete curb meets asphalt travel lanes, around catch basins and inlets, around guardrail, around erosion control mattress, fence rows, around signal poles, sign poles, utility poles, etc. These two required chemical applications should be incorporated into the average "cost of mowing per cut" Bid price. This service shall not be invoiced separately.

Contractor shall repair or replace, at Contractor's cost and expense, all damage to property resulting from Contractor's performance of work under this Agreement.

County shall not be responsible or liable for any damage to or loss of goods, equipment, or property owned, borrowed, or leased by Contractor that are used on or stored on County property. In addition, County shall not be responsible for consequential damages, lost profits, or other similar damages. By submitting a Bid, Contractor acknowledges and agrees to the foregoing.

MOWING OF SPECIFIC AREAS:

Areas alongside US Highway 27 from Old State Road 8 to South Main Avenue shall be mowed.

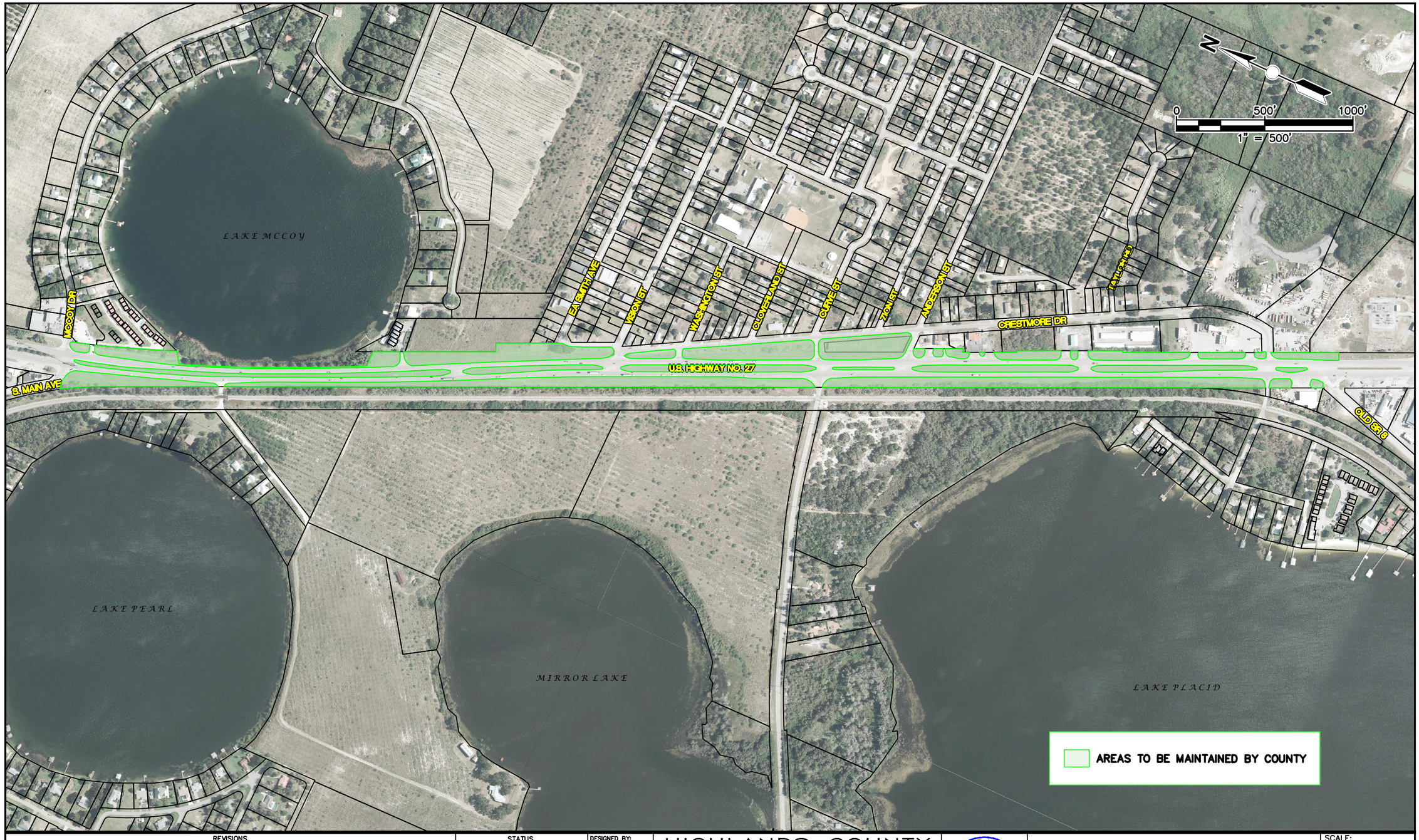
A. Descriptions below:

- Mow the US Highway 27 rights-of-way (ROW) to include the center medians of US Highway 27 from Old State Road 8 to South Main Avenue.
- Mow everything from the US Highway 27 pavement to the Crestmore Drive pavement from Anderson Street to the 90-degree curve on E.A. Smith Avenue.
- Mow the Anderson Street ROW between Crestmore Drive and US Highway 27.
- Mow the Crestmore Drive ROW on the US Highway 27 side of the road that is adjacent to the Florida Department of Transportation ROW that goes from Anderson Street to Vision Street

- Mow the E.A. Smith Avenue ROW on the US Highway 27 side of the road that is adjacent to the DOT ROW from Vision Street to the 90-degree curve on EA. Smith Avenue.

B. A Map of the mowing locations is as follows and the areas to be mowed as green shading.

## SECTION VII: MAP




| REVISIONS | | | STATUS |
|---|---|---|---|
| DATE | BY | DESCRIPTION | FOR INFORMATION |
| | | | |
| | | | |
| | | | |
| | | | |

G:\PROJECTS\2014\Highway Park Beautification Project\FDOT Maintenance Estimates & Agrmt\Maintenance Agrmt\Highway Park Maintenance Agt Location Map.dwg, Layout1, Mahoney, Stacey Acad 1-7 Black 11 Off.ctb

DESIGNED BY: KENYA ANDERSON
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, JR., P.E.
IN CHARGE: J.D. LANGFORD, JR., P.E.
DATE: 2/13/2019

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402
DATE:

HIGHWAY PARK
LANDSCAPE MAINTENANCE AGREEMENT
PROJECT LOCATION MAP

SCALE:
HORIZ. 1"=500'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

## SECTION VI. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

***Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.***

***The list of forms below is meant only as a guide. It is the Bidder's responsibility to review and include all requested and required documentation.***

| Forms | | |
|---|---|---|
| **LOCAL COMPLIANCE FORMS** | | ✓ |
| Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each "23-008 Bidder Name-Submission" | | ✓ |
| Drug-Free Workplace Certification, F.S. 287.087 | | ✓ |
| Public Entity Crimes Sworn Statement, F.S. 287.133 | | ✓ |
| Discrimination Certification, F.S. 287.134 | | ✓ |
| Scrutinized Companies Certification, F.S. 287.135 | | ✓ |
| E Verify Certification | | ✓ |
| Local Preference Affidavit of Eligibility | | ✓ |
| **MISCELANEOUS DOCUMENTATION** | | |
| WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number | | ✓ |
| Acord Insurance Form (sample copy of Certificate of Insurance) | | ✓ |
| Women / Minority Business Enterprise Certification (Mark with an "x" if not applicable) | | X |
| One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each "23-008 Bidder Name-Submission"<br>OR<br>Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each "23-008 Bidder Name-Submission" | | |
| Statement of "No Bid" Due prior to submission due date and time | | |
| Price Adjustment Form | | ✓ |
| Sealed Submission Label (affix to outside of submittal package) | | ✓ |

## OFFICIAL BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-008-LLK**

SOLICITATION NAME: **Landscape Maintenance (Designated Right-of-Way Project)**

SUBMITTED BY:

Edgewood Landscape and Nursery Inc
Bidder's Name

Cheryl Carter - Contracted Service Manager
Bidder's Authorized Representative's Name and Title

502 N Central Ave
Bidder's Address 1

Avon Park, FL 33825
Bidder's Address 2

Cheryl Carter - Contracted Service Manager
Contact's Name and Title (Print)

cheryl@edgewoodfl.com
Contact's E-mail Address

(863) 453-7300
Contact's Phone Number

01-014-0287
Dun's Number

20-5677516
Employer Identification Number/Federal Employer Identification

BIDDER IS: (CHECK ONE)

| | | | | | |
|---|---|---|---|---|---|
| Individual | | Partnership | X | Corporation | |
| Limited Liability Company | | | | Joint Venture* | |

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

1. **ACKNOWLEDGEMENT OF ADENDA** Bidder/Proposer represents that:
   - It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
   - Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

CERTIFICATION/ACKNOWLEDGEMENTS:

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The successful bidder/proposer shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or service. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

**Bid Amount**

| Landscape Maintenance: right-of-way landscape maintenance along State Road 25 (US Highway 27) from Old State Road 8 to South Main Avenue (approximately 3.84 miles). The awarded Bidder will provide right-of-way landscape maintenance for an area that is approximately 23.07 acres. | **AMOUNT** |
|---|---|
| **COST OF MOWING PER CUT** (to include but not limited to all mowing, trimming, chemical spraying, edging, and care) | $ 1,500.00 |
| **BID (in words):** One thousand, five hundred and 00/100 | |

Exceptions to Bid: _____

SUBMITTED ON: February 22 20 23

COMPANY: Edgewood Landscape and Nursery Inc.

SIGNATURE: _____ (Seal)
Bidder's Authorized Representative

PRINTED NAME: Cheryl Carter

TITLE: Contract Service Manager

ADDRESS: 502 N Central Ave

CITY/STATE/ZIP Avon Park, FL 33825

PHONE NUMBER: (863) 453-7300

EMAIL: cheryl@edgewoodfl.com

## CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Cheryl Carter - Contract Service Manager
[Print individual's name and title]

for Edgewood Landscape and Nursery Inc. - Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 502 N Central Ave. Avon Park, FL 33825 and

whose Federal Employer Identification Number (FEIN) is 20-5677516
(hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Cheryl Carter Date: 02 / 22 / 23

STATE OF Florida COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22 day of February, 20 23, by Cheryl Carter, as Contract Service Manager, the duly authorized officer of Edgewood Landscape and Nursery Inc, on its behalf, who is either personally known to me [x] or has produced _____ as identification [ ].

Signature:
Print Name: Nicole Leech
Notary Public, State of Florida
Commission No. HH 173013 My Commission Expires: November 14, 2025

(AFFIX NOTARY SEAL)

NICOLE TAYLOR LEECH
Notary Public - State of Florida
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

## SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss
COUNTY OF Highlands }

Before me, the undersigned authority, personally appeared Cheryl Carter who, being by me first duly sworn, made the following statement:

1. The business address of Edgewood Landscape and Nursery Inc (name of bidder or contractor), is

502 N Central Ave Avon Park, FL 33825

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

*(Draw a line through paragraph 6 if paragraph 5 above applies.)*

PUBLIC ENTITY CRIMES (page 2 of 2)

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: _____

Print Name: Cheryl Carter

Print Title: Contract Service Manager

On 22 day of February, 20 23.

STATE OF Florida

COUNTY OF Highlands

Sworn and subscribed before me in the State and County first mentioned above on the 22 day of Februayr, 20 23.

Signature: _____

Print Name: Nicole Leech

Notary Public, State of Florida

Commission No. HH 173103

My Commission Expires: November 4, 2025

(AFFIX NOTARY SEAL)

NICOLE TAYLOR LEECH
Notary Public - State of Florida
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

## NONDISCRIMINATION CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Cheryl Carter - Contract Service Manager
[Print individual's name and title]

for Edgewood Landscape and Nursery Inc
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 502 N Central Ave Avon Park, FL 33825 and

whose Federal Employer Identification Number (FEIN) is 20-5677516 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Cheryl Carter Date: 02 / 22 / 23

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22 day of February, 2023, by Cheryl Carter, as Contract Service Manager, the duly authorized officer of Edgewood Landscape and Nursery Inc, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Nicole Leech
Print Name: Nicole Leech
Notary Public, State of Florida
Commission No. HH 173103
My Commission Expires: November 14, 2025

(AFFIX NOTARY SEAL)

NICOLE TAYLOR LEECH
Notary Public - State of Florida
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

## CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
## SCRUTINIZED COMPANIES CERTIFICATION

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Cheryl Carter - Contract Service Manager
[Print individual's name and title]

for Edgewood Landscape and Nursery Inc
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 502 N Central Ave Avon Park, FL 33825 and

whose Federal Employer Identification Number (FEIN) is 20-5677516 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Cheryl Carter

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22 day of February, 2023, by Cheryl Carter, as Contract Service Manager, the duly authorized officer of Edgewood Landscape and Nursery Inc, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

NICOLE TAYLOR LEECH
Notary Public - State of Florida
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

Print Name: Nicole Leech
Notary Public, State of Florida
Commission No. HH 173103
My Commission Expires: November 14, 2025

## E-VERIFY CERTIFICATION

### CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Cheryl Carter - Contract Service Manager
[Print individual's name and title]

for Edgewood Landscape and Nursery Inc
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 502 N Central Ave Avon Park, FL 33825 and

whose Federal Employer Identification Number (FEIN) is 20-5677516 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 1415335

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Cheryl Carter Date: 02 / 22 / 23

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 22 day of February, 2023, by Cheryl Carter, as Contract Service Manager, the duly authorized officer of Edgewood Landscape and Nursery Inc, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature:
Print Name: Nicole Leech
Notary Public, State of Florida

(AFFIX NOTARY SEAL)

NICOLE TAYLOR LEECH
Notary Public - State of Florica
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

LOCAL VENDOR AFFIDAVIT

## LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Cheryl Carter - Contract Service Manager
[Print individual's name and title]

for Edgewood Landscape and Nursery Inc.
[Print name of Company/Individual submitting sworn statement]

Whose business address is 502 N Central Ave Avon Park, FL 33825

(If applicable) its Federal Employer Identification Number (FEIN) is 20-5677516

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES X NO _____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES X NO _____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES X NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

2/22/23
[Signature and Date]

**STATE OF** Florda, **COUNTY OF** Highlands

Subscribed and sworn before me, the undersigned notary public on this 22 day of February, 20 23.

NOTARY PUBLIC

SEAL

NICOLE TAYLOR LEECH
Notary Public - State of Florida
Commission # HH 173103
My Comm. Expires Nov 14, 2025
Bonded through National Notary Assn.

Commission Expiration Date

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 31, 2023**
**Secretary of State**
**7774342483CC**

DOCUMENT# P06000131358

**Entity Name:** EDGEWOOD LANDSCAPE AND NURSERY, INC.

**Current Principal Place of Business:**

502 N. CENTRAL AVE
AVON PARK, FL 33825

**Current Mailing Address:**

PO BOX 742
AVON PARK, FL 33826 US

**FEI Number: 20-5677516**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

BENTON, BILL
233 US HIGHWAY 27 NORTH
SEBRING, FL 33870 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: BILL BENTON 01/31/2023

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | P/ST | Title | ADMIN ASSISTANT |
| Name | HANCOCK, TERRY M | Name | HANCOCK, JENNA K |
| Address | POB 742 | Address | 502 N. CENTRAL AVE |
| City-State-Zip: | AVON PARK FL 33825 | City-State-Zip: | AVON PARK FL 33825 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JENNA HANCOCK ADMIN 01/31/2023

Electronic Signature of Signing Officer/Director Detail — Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2023

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**
Brown & Brown of FL, Inc. dba Heacock Insurance Group PC #750
32313 Broadway Street, Suite 200
Sebring FL 33870

CONTACT NAME: Brittani Wiedemann
PHONE (A/C, No, Ext): 863-385-5171 FAX (A/C, No): 863-385-4130
E-MAIL ADDRESS: BWiedemann@heacock.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Auto-Owners Insurance Company | 18988 |
| INSURER B : Retail First Insurance Co. | |
| INSURER C : Southern-Owners Insurance Company | 10190 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** HANCAND-01
Edgewood Landscape and Nursery, Inc.
PO Box 742
Avon Park FL 33826

**COVERAGES** **CERTIFICATE NUMBER:** 217302334 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 72776701 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | Y | Y | 5271990800 | 4/1/2022 | 4/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 5277658100 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 52057400 | 4/1/2022 | 4/1/2023 | [X] PER STATUTE [X] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Additional Insured in favor of Highlands County, a Political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers applies to General Liability and Auto when required by written contract or agreement. Umbrella is a follow form policy. Coverage is Primary and Noncontributory and subject to the terms, conditions and exclusions of your policy. Wavier of Subrogation in favor of the Additional Insured applies to General Liability, Auto, and Workers Compensation when required by written contract or agreement. A Thirty (30) Day Notice of Cancellation is provided per written request.

**CERTIFICATE HOLDER**

Highlands County Board of County Commissioners
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

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55373 (5-17)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B.** **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C.** **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
**Other Additional Insured Coverage Issued By Us**
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

58504 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

58583 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

**5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

**a.** Covered by the policy; and

**b.** Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

55091 (5-17)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
**(2)** A watercraft you do not own that is:
**(a)** Less than 50 feet long; and
**(b)** Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

**Coverage**
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
**a.** You do not own;
**b.** Which is not registered in your name; or
**c.** Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

**Exclusions**
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:
**a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
**b.** Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
**c.** **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
**(a)** That are, or are contained in any property that is:
**1)** Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
**2)** Otherwise in the course of transit by you or on your behalf; or
**3)** Being disposed of, stored, treated or processed into or upon the "auto";
**(b)** Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
**(c)** After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

**(2)** Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- **(b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**d.** "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- **(1)** War, including undeclared or civil war;
- **(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**e.** "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- **(1)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

**f.** "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

**g.** **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

**(2)** This exclusion applies:
- **(a)** Whether the insured may be liable as an employer or in any other capacity; and
- **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3)** This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

**Who Is An Insured**

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

**SECTION II - WHO IS AN INSURED**

**a.** Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

**b.** None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**Additional Definitions**
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

**Limits of Insurance**
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
**SECTION III - LIMITS OF INSURANCE**

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**
a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
**a.** False arrest, detention or imprisonment;
**b.** Malicious prosecution;
**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

**d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

**e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

**f.** The use of another's advertising idea in your "advertisement";

**g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

**h.** Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

**6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

**a.** If the notice of a new claim is given to your "employee"; and

**b.** That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU**

**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

**(1)** The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

**(2)** The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

**(a)** "Property damage" to:
**1)** The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
**2)** Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

**(b)** "Property damage" caused by or resulting from any of the following:
**1)** Mechanical breakdown, including bursting or rupture caused by centrifugal force;
**2)** Cracking, settling, expansion or shrinking;
**3)** Smoke or smog;
**4)** Birds, insects, rodents or other animals;
**5)** Wear and tear;
**6)** Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
**7)** Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
**a)** You make a reasonable effort to maintain heat in the building or structure; or
**b)** You drain the equipment and shut off the water supply if the heat is not maintained.

**(c)** "Property damage" caused directly or indirectly by any of the following:
**1)** Water that backs up from a drain or sewer;
**2)** Mud flow or mudslide;
**3)** Volcanic eruption, explosion or effusion;
**4)** Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
**5)** Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
**6)** Water under the ground surface pressing on, or seeping or flowing through:
**a)** Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. **Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
**SECTION II - WHO IS AN INSURED** is amended. Paragraph **3.** is deleted and replaced by the following provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

**c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**11. BLANKET WAIVER OF SUBROGATION**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

*Blanket Waiver of Subrogation Applies*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 4, 2022

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: April 1, 2022

Policy Number: 520-57400

Countersigned by: _____

Insured: Edgewood Landscape & Nursery



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## PRICE ADJUSTMENT CLAUSE

*STATEMENT OF ISSUE:* The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first one (1) year of the contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

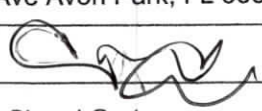
Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

**Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change**. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME Edgewood Landscape and Nursery Inc

ADDRESS 502 N Central Ave Avon Park, FL 33825

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Cheryl Carter DATE 2/22/2023

**Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.**

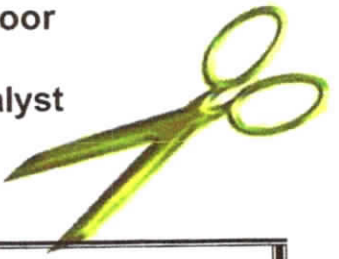
**Labeling Not required for electronically submitted bids that are uploaded into Vendor Registry.**

**Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"**

**Deliver to:** Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

**Contact Information:** Lori Krinkey, Purchasing Analyst
(863) 402-6528

**PLEASE PRINT CLEARLY**



## SEALED BID/PROPOSAL DOCUMENTS
## • DO NOT OPEN •

SOLICITATION NO.: **ITB 23-008-LLK**

SOLICITATION TITLE: **Landscape Maintenance (Designated Right-of-Way Project)**

DATE DUE: **Tuesday, February 28, 2023**

TIME DUE: Prior to: 3:30 PM

SUBMITTED BY: Edgewood Landscape and Nursery Inc
(Name of Company)

cheryl@edgewoodfl.com
e-mail address

(863) 453 - 7300
Telephone

**DELIVER TO:** Highlands County Board of County Commissioners Attn: Purchasing Department, 2nd Floor (Lori Krinkey)
600 South Commerce Avenue
Sebring, Florida 33870

***Note: submissions received after the time and date above will not be accepted.***

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**

**HIGHLANDS COUNTY**
BOARD OF COUNTY COMMISSIONERS
Purchasing Department

**RECOMMENDATION FOR AWARD**
**ITB 23-008-LLK**
**Landscape Maintenance (Designated Right-of-Way Project)**
Bid Opening Date:
02/28/23

| | LOCAL VENDOR | TOTAL | * | RANK |
|---|---|---|---|---|
| **Edgewood Landscape and Nursery, Inc.** | **Y** | **$ 1,500.00** | | **1** |
| **LaFlam Bush Hogging "LLC"** | **Y** | **$ 1,960.00** | | **2** |
| **Premier Lawn Maintenance, LLC.** | **N** | **$ 2,250.00** | | **3** |

*** denotes corrective total**

Local Preference was not used to award this project; lowest bidder is local vendor.

**The term of the Contract shall be for an initial one (1) year term from the date of the Board contract. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for three (3) one (1) year terms, in accordance with the solicitation documents and with the approval as required by the Purchasing Manual. A Price Adjustment Clause was included in this solicitation. The Contract will include a thirty (30) day termination for convenience clause for termination by the County.**

**Recommendation:**

**Recommendation to award to:** **Edgewood Landscape and Nursery, Inc.**

**the lowest responsive and responsible bidder.**

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2023.03.22 09:54:53 -04'00'

Lori K. DeLoach, Purchasing Manager — Date

Jonathan Harrison Mar 27, 2023

Jonathan Harrison, Director Road and Bridge — Date

**Recommendation approved by:**

Laurie A. Hurner Mar 27, 2023

Laurie Hurner, County Administrator or Designee. — Date

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Jonathan Harrison, Road and Bridge Director**

**SUBJECT/TITLE:** **Request approval of the contract between Highlands County and Jack's Lawn & Landscaping.**

---

## STATEMENT OF ISSUE

An Invitation to Bid (ITB 23-007) for Jacks Lawn & Landscaping was completed for the Sebring Parkway mowing and right-of-way maintenance. After review of the bid, it was determined to be reasonable and in the best interest of the County to award. Recommended Award was posted on March 30, 2023, and vendors noticed by email. Attached is a contract with Jacks Lawn & Landscaping.

## RECOMMENDED ACTION

**Move to approve the contract between Highlands County and Jack's Lawn & Landscaping.**
**Move for the Board to approve the County Manager to execute the renewal Amendments in accordance with the terms noted in this Agreement.**

## FISCAL IMPACT

The fiscal impact is $94,490 from 4110 (Sebring Parkway Maintenance) for FY 2022/2023 with a 50% reimbursement from the City of Sebring. This item is already allocated within the adopted FY 2022/2023 budget.

Attachments: 23-007 Recommendation for Award.pdf
23-007 Agreement.pdf
23-007 Jacks-Submission.pdf

**HIGHLANDS COUNTY**
BOARD OF COUNTY COMMISSIONERS
Purchasing Department

**RECOMMENDATION FOR AWARD**
**ITB 23-007-LLK**
**Parkway Mowing**
Bid Opening Date:
02/28/23

| | LOCAL VENDOR | TOTAL | * | RANK |
|---|---|---|---|---|
| Chris Butler Lawncare | Y | $ 4,300.00 | | 2 |
| Contractors Enterprises Inc. | N | $ 5,000.00 | | 5 |
| Edgewood Landscape and Nursery, Inc. | Y | $ 4,500.00 | | 3 |
| Jack's Lawn & Landscaping, Inc. | Y | $ 4,295.00 | | 1 |
| LaFlam Bush Hogging "LLC" | Y | $ 5,600.00 | | 6 |
| Premier Lawn Maintenance, LLC. | N | $ 4,750.00 | | 4 |

* denotes corrective total

Local Preference was not used to award this project; lowest bidder is local vendor.

The term of the Contract shall be for an initial one (1) year term from the date of the Board contract. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for three (3) one (1) year terms, in accordance with the solicitation documents and with the approval as required by the Purchasing Manual. **A Price Adjustment Clause was included in this solicitation.** The Contract will include a thirty (30) day termination for convenience clause for termination by the County.

**Recommendation:**

**Recommendation to award to:** Jack's Lawn & Landscaping, Inc.

**the lowest responsive and responsible bidder.**

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2023.03.28 18:18:49 -04'00'

Lori K. DeLoach, Purchasing Manager — Date

Jonathan Harrison — Mar 29, 2023

Jonathan Harrison, Director Road and Bridge — Date

**Recommendation approved by:**

Laurie A. Hurner — Mar 30, 2023

Laurie Hurner, County Administrator or Designee. — Date

# 23-007 Recommendation for Award-routed

Final Audit Report 2023-03-30

| | |
|---|---|
| Created: | 2023-03-29 |
| By: | Lori Krinkey (lkrinkey@highlandsfl.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVBSWR4NE4D1IMiqmNmpTWeb9T0RJ_za0 |

## "23-007 Recommendation for Award-routed" History

Document digitally presigned by Lori K. DeLoach (LDELOACH@HIGHLANDSFL.GOV)
2023-03-28 - 10:18:49 PM GMT

Document created by Lori Krinkey (lkrinkey@highlandsfl.gov)
2023-03-29 - 12:37:32 PM GMT

Document emailed to Jonathan Harrison (jharrison@highlandsfl.gov) for signature
2023-03-29 - 12:38:43 PM GMT

Email viewed by Jonathan Harrison (jharrison@highlandsfl.gov)
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Email viewed by Laurie Hurner (lhurner@highlandsfl.gov)
2023-03-30 - 1:27:04 PM GMT

Document e-signed by Laurie Hurner (lhurner@highlandsfl.gov)
Signature Date: 2023-03-30 - 1:27:16 PM GMT - Time Source: server

Agreement completed.
2023-03-30 - 1:27:16 PM GMT

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# AGREEMENT

**THIS AGREEMENT** is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLIANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Jack's Lawn & Landscaping, Inc., 3224 Mildred Street, Sebring, Florida 33870, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for Parkway Mowing Services, pursuant to the COUNTY's Purchasing Policy and ITB-23-007; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-007; 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 one (1) year beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for three additional periods of one (1) year each.

**SECTION 3. SCOPE OF SERVICES.**

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

**SECTION 4. WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

**SECTION 5. OBLIGATIONS OF THE CONTRACTOR.**

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 6. STANDARD OF CARE.**

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

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 7. COMPENSATION.**

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be Four Thousand Two Hundred and Ninety-Five Dollars ($4,295) per cut.

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:

   One Million Dollars ($1,000,000.00) each occurrence;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. EXCESS COVERAGE: Fire damage liability shall be included at One Hundred Thousand Dollars ($100,000).

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder. The policy must include Employer Liability with a limit of One Hundred Thousand Dollars ($100,000) each accident, One Hundred Thousand Dollars ($100,000) each employee, Five Hundred Thousand Dollars ($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 "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

D. 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.

E. 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.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be

necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

**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 PIO: GLORIA RYBINSKI**

**COUNTY PUBLIC INFORMATION OFFICER**
**600 SOUTH COMMERCE AVENUE**
**SEBRING, FLORIDA 33870**
**TELEPHONE NUMBER: (863) 702-6836**
**HCBCCRECORDS@HIGHLANDSFL.COM**

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. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

**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 COUNTY 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<br>600 South Commerce Avenue<br>Sebring, Florida 33870 |
| *Copy to:* | Board of County Commissioners of Highlands County<br>Attn: Sherry G. Sutphen, Esquire<br>600 South Commerce Avenue<br>Sebring, Florida 33870<br>ssutphen@roperpa.com |
| CONTRACTOR: | Jack's Lawn & Landscaping, Inc.<br>3224 Mildred Street<br>Sebring, Florida 33870 |

**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. AUDITING, RECORDS, AND INSPECTION.**

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

**SECTION 33. SOVEREIGN IMMUNITY.**

The COUNTY expressly retains 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 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 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, 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, FLAG AND/OR LETTERHEAD.**

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. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

**SECTION 36. ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

**SECTION 37. ATTACHMENTS.**

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's solicitation for the Agreement. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

(Signatures on following page)

**IN WITNESS WHEREOF,** the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY**

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

**CONTRACTOR**

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA**
**COUNTY OF _____**

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

**Exhibit "A"**
**Scope of Services**

All mowing, trimming, chemical spraying, edging, and care will be monitored by a named County contact person and the Contractor will notify the County's contact person within 24 hours of completion of each cycle for inspection.

The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.

Hours of operation will be from sunrise to sunset, EXCEPT Sundays and County-identified holidays.

While it is recognized that some of the actual right-of-way areas may be being mowed by the adjacent homeowner, the area is the responsibility of Contractor and may still require mowing, weed eating, and/or other clean up.

The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at-all-times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complies fully with these specifications.

During the months of September through May the areas shall be mowed on a three-week cycle, unless otherwise determined by the County, with the same requirements as described for the summer months as set forth below.

During the summer months, which are defined as June, July, and August, the areas shall be mowed on a two-week cycle. Grass shall be cut to a maximum three (3) inches. Weed eating (and herbicide application as described below) shall be done around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators, and other similar areas. Areas around ponds will be mowed and weed eating done along fencing. The Contractor shall keep all fences free of plants and weeds. Sidewalks and medians shall be edged and sprayed as needed, with all plants and weeds removed and all debris from mowing operations cleaned off. All trash shall be picked up and be properly disposed of before each mowing cycle.

The Contractor shall be responsible for instructing its employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition. All safety covers and other protective parts of all equipment shall be in place and properly functioning at all times unless a qualified mechanic is working on the machine. The equipment shall be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. Metal blade or mechanical edging is not permitted at locations that could damage underground utilities. All employees shall wear and/or utilize proper personal protective equipment while working on County property.

The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the specifications of this Agreement and any resulting contract documents.

The Contractor shall have and comply with the "FDOT Indexes" and the "Manual on Uniform Traffic Control Devices" and will maintain safe conditions at all times. During mowing operations, traffic shall be maintained in accordance with all state and local rules and regulations.

Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 487, Florida Statutes, commonly referred to as the "Florida Pesticide Law," and to assist Highlands County in doing so.

All debris, construction scrap, landscape, or tree trimmings created or collected by the Contractor, shall be disposed of at Highlands County's designated landfill facility at the Contractor's expense.

Chemical herbicides such as 2-4-D Amine and/or Glyphosate may be used; however, the Contractor must be licensed to use chemicals if such requirements exist. Contractor shall provide the County with a copy of all required permits, certifications, and licenses to use restricted-use pesticides for maintenance of the right-of-way. Contractor must provide Material Safety Data Sheets (MSDS) for all products to be provided prior to each delivery or utilization of the product.

Blowing grass off roadway is not required; however, grass on all sidewalks and curbing is required to be blown or swept off. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 8-1/2 feet.

Chemical herbicides shall be applied twice a year. The first application should occur during the month of May. The second application should occur in late August. Spray sites include, but are not limited to: in-between sidewalks, where concrete curb meets asphalt travel lanes, around catch basins and inlets, around guardrail, around erosion control mattress, fence rows, around signal poles, sign poles, utility poles, etc. These two required chemical applications should be incorporated into the average "cost of mowing per cut" bid price. This service shall not be invoiced separately.

Contractor shall repair or replace, at Contractor's cost and expense, all damage to property resulting from Contractor's performance of work under this Agreement.

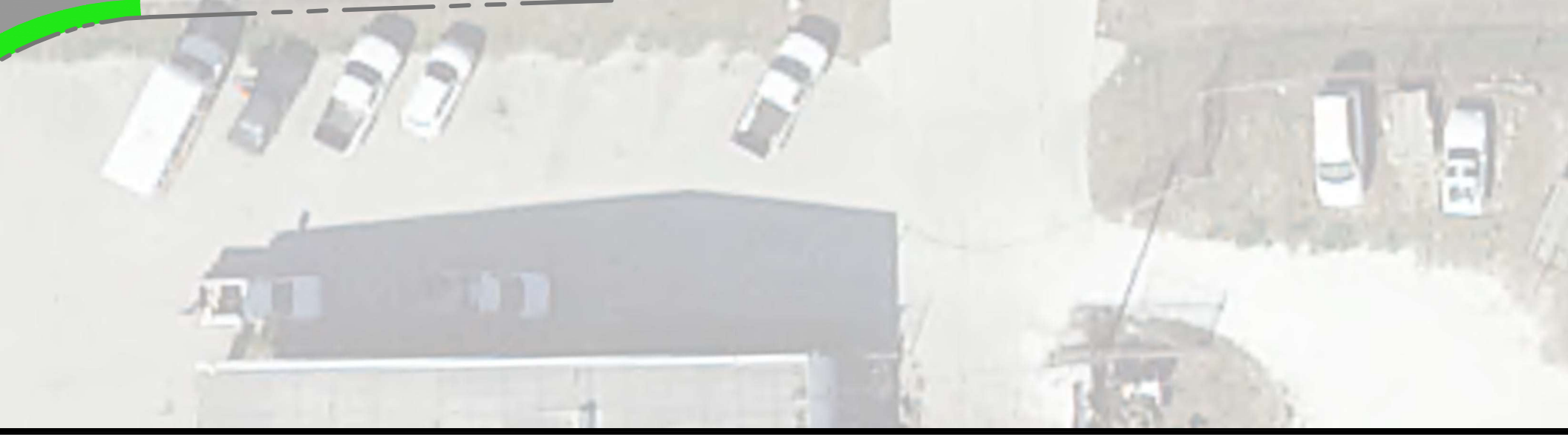
County shall not be responsible or liable for any damage to or loss of goods, equipment, or property owned, borrowed, or leased by Contractor that are used on or stored on County property. In addition, County shall not be responsible for consequential damages, lost profits, or other similar damages. By submitting a Bid, Contractor acknowledges and agrees to the foregoing.

MOWING OF RETENTION AREAS:

A. Anything inside the fenced in areas must be mowed. Anything alongside the roadway adjacent to any street must be mowed. Specifically, those areas described below.

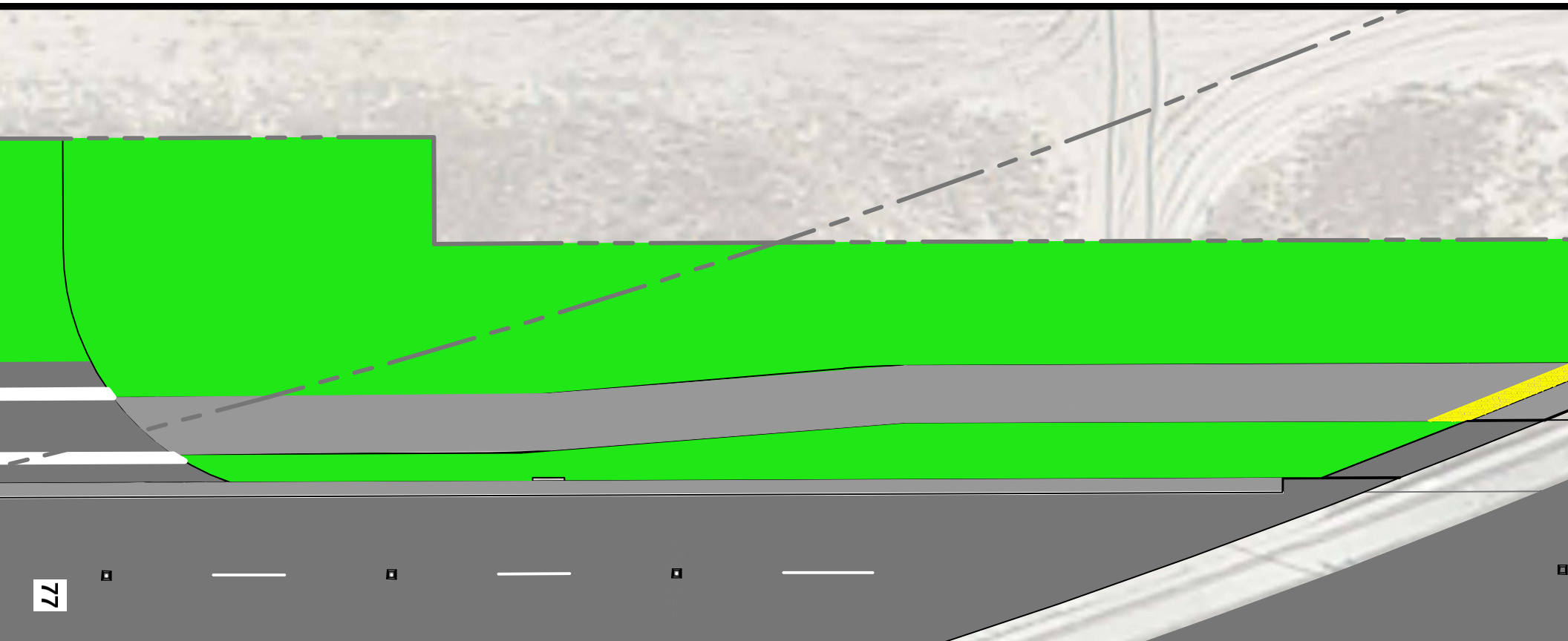
a. West Boulevard south of the Sebring Parkway – Mow within the fence and from West Boulevard to the fence from Sebring Parkway to Lakeview Drive.
b. Opposite West Boulevard on the north side of Sebring Parkway - Inside the fence.
c. On the north side of Sebring Parkway east of Avalon Drive extending east to Scenic Highway (Two separate retention areas).
d. On the south side of Sebring Parkway, the east side of Fairmont Drive to and including the retention area, to a distance of fifteen (15) feet east of the east backslope of the retention area.
e. At Shontee Avenue. – the retention area on both sides of Shontee Avenue between Hawthorne Drive and Sebring Parkway – Inside the fence and on the two sides outside the fence to the roadway. (Two separate retention areas).
f. Retention area that borders Eucalyptus Street between Avocado Street and Maple Avenue.
g. Behind the Shell gas station at Ridgewood Drive on the north side of the Sebring Parkway.
h. Retention area at Grapefruit Avenue to include the vacant lot adjacent.
i. Retention area at Violet Avenue and Sebring Parkway.
j. Retention area east of Sebring Parkway and south of CSX railroad right-of-way – Mow within the fence and outside to roadway.
k. Retention area behind the Mobil gas station, east of the parkway, just south of Kenilworth Boulevard.
l. Pond 3A, Pond 4 and Pond 4A; to include the area in front of pond 3A.
m. Retention area east of Sebring Parkway and south of Fred Wild Elementary School.

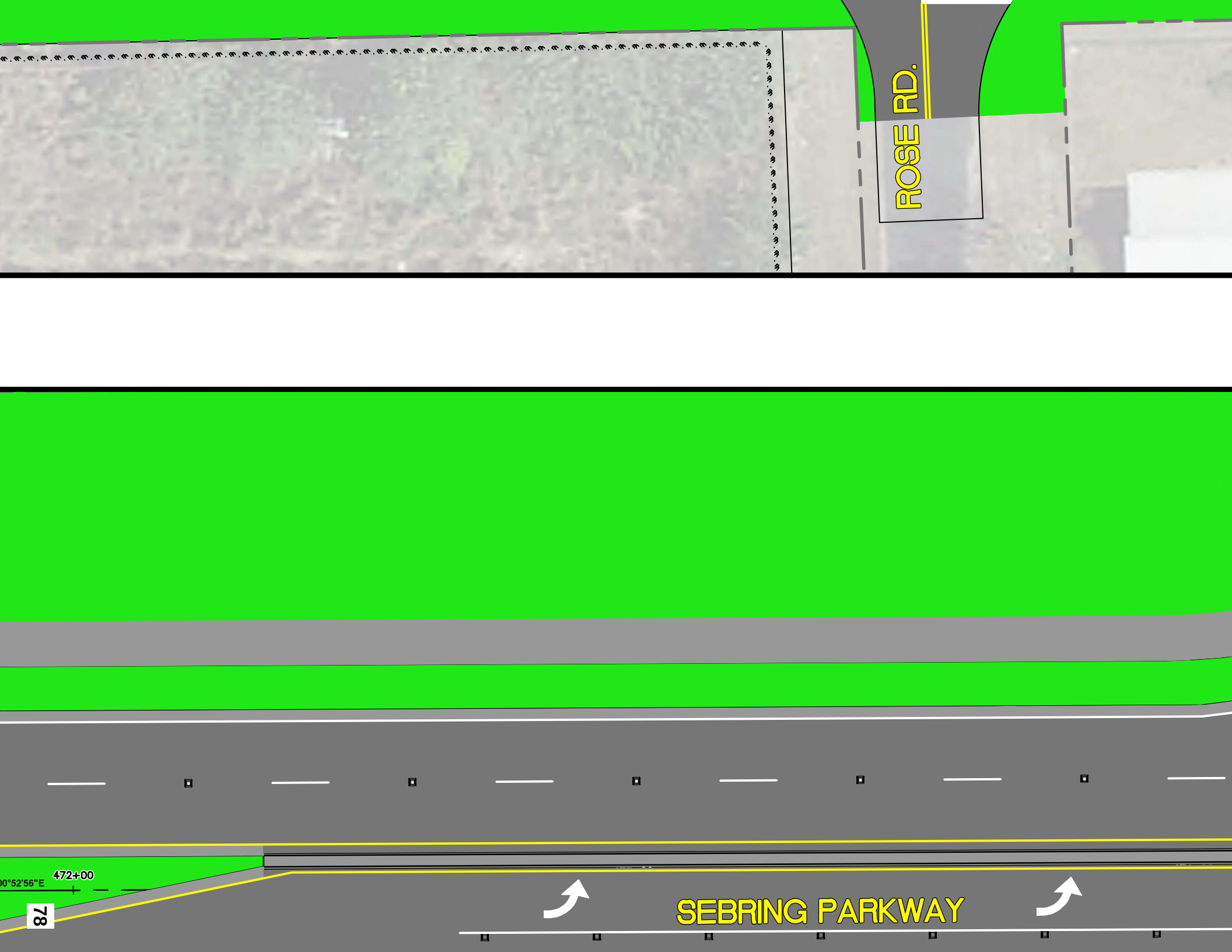
B. Maps of the mowing locations are attached in Section VII of this Agreement and the locations to be mowed include the areas with green shading indicated as area for County to maintain.



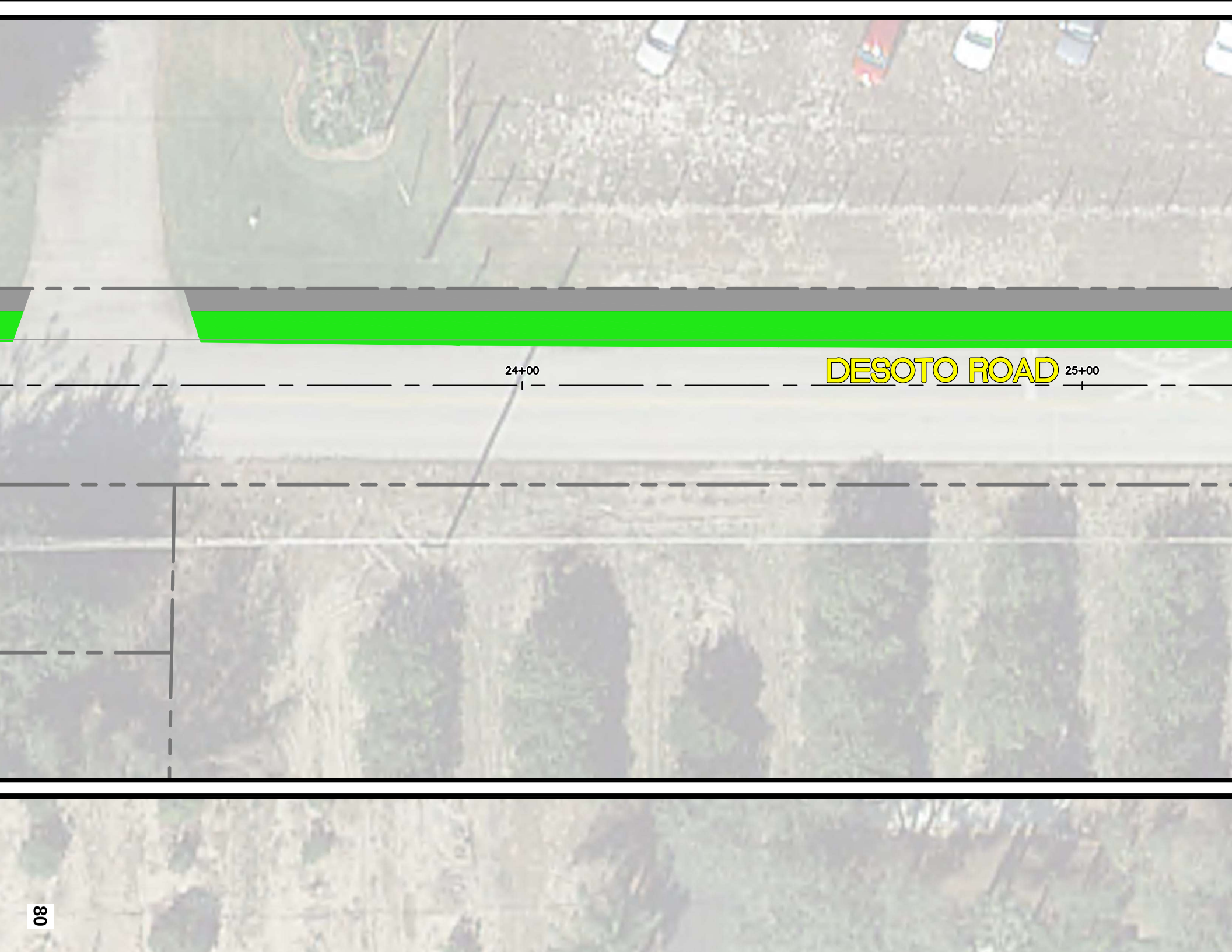

97





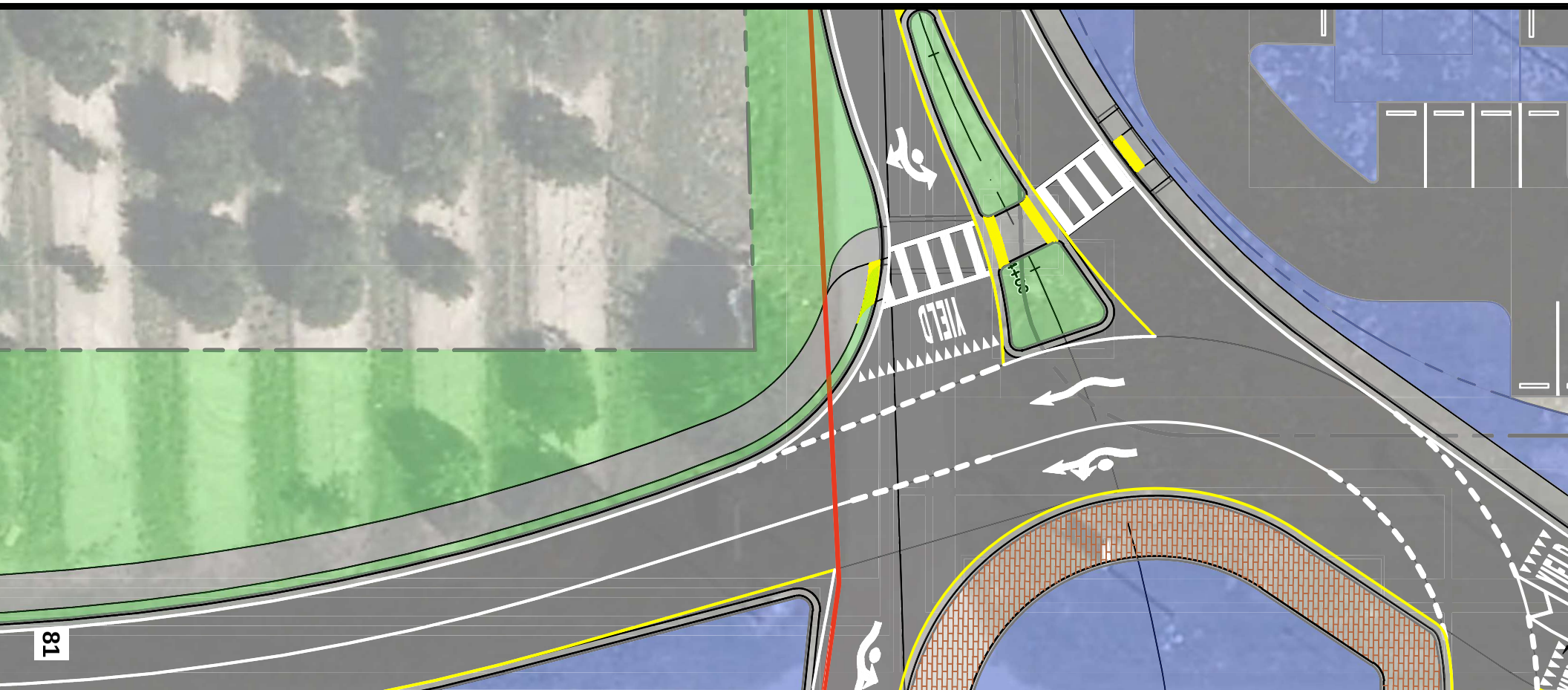

ROSE RD.
472+00
00°52'56"E
78
SEBRING PARKWAY

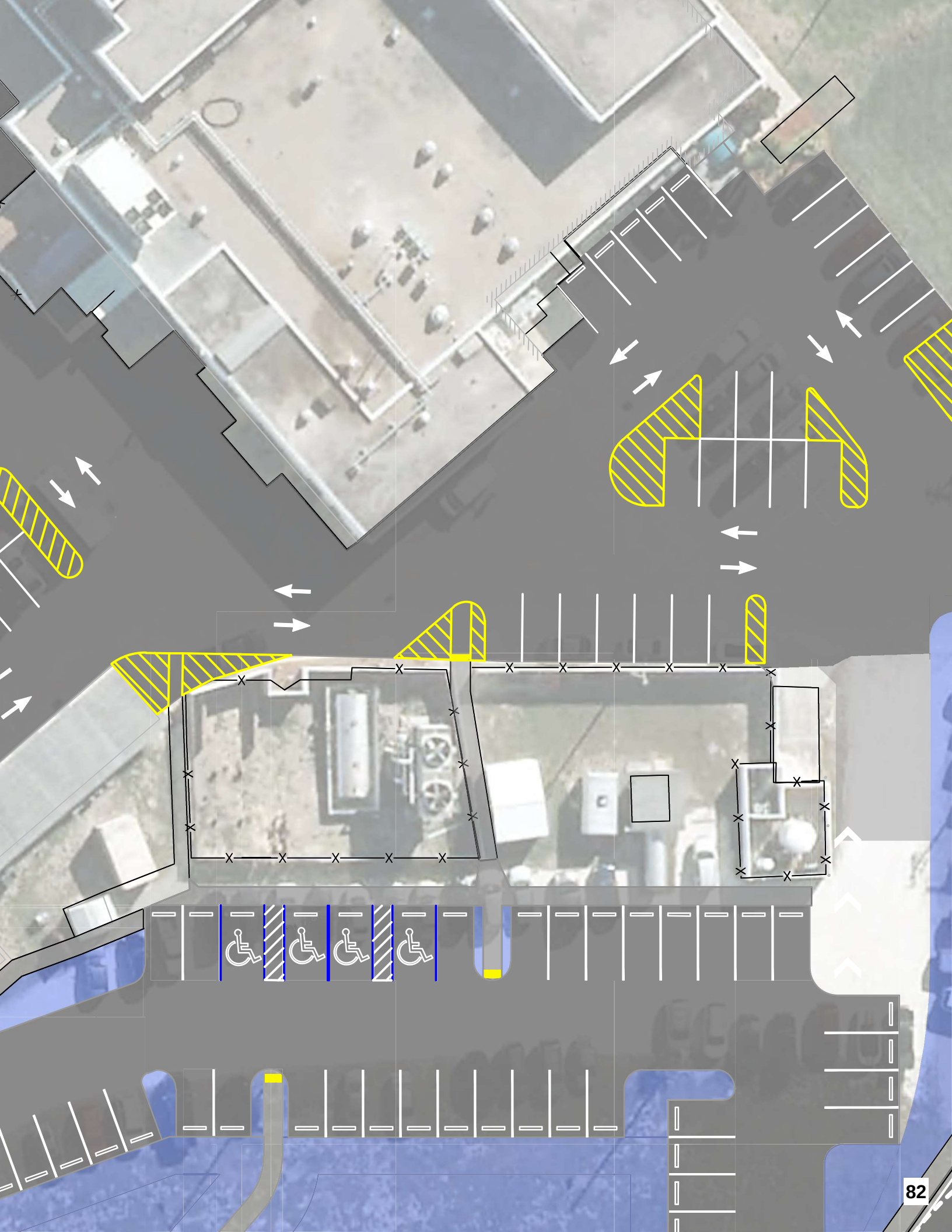
79


24+00
DESOTO ROAD
25+00




FOR CONTINUATION SEE SHEET NO. 3





EXIST. R/W LINE

EXIST. R/W LINE

EXIST. R/W LINE

## OFFICIAL BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-007-LLK**
SOLICITATION NAME: **Parkway Mowing**
SUBMITTED BY:

Jack's Lawn & Landscaping, Inc.
Bidder's Name

Jack DeGironimo owner/operator
Bidder's Authorized Representative's Name and Title

3224 Mildred Street Sebring, FL
Bidder's Address 1

N/A
Bidder's Address 2

Jack DeGironimo owner/operator
Contact's Name and Title (Print)

JacksLnLinc@gmail.com
Contact's E-mail Address

863 381 6212
Contact's Phone Number

Dun's Number

47-1384504
Employer Identification Number/Federal Employer Identification

BIDDER IS: (CHECK ONE)

| | | | | | |
|---|---|---|---|---|---|
| Individual | | Partnership | ✓ | Corporation | |
| Limited Liability Company | | | | Joint Venture* | |

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

1. **ACKNOWLEDGEMENT OF ADENDA** Bidder/Proposer represents that:
   - It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
   - Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|---|---|---|---|---|---|---|---|
| A1-033[illegible] | 2023 | | | | | | |

**SECTION VI. HIGHLANDS COUNTY FORMS**
Documentation included with Bid submittal package

***Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.***

***The list of forms below is meant only as a guide. It is the Bidder's responsibility to review and include all requested and required documentation.***

| Forms | | |
|---|---|---|
| **LOCAL COMPLIANCE FORMS** | | ✓ |
| **Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each "23-007 Bidder Name-Submission"** | | ✓ |
| **Drug-Free Workplace Certification, F.S. 287.087** | | ✓ |
| **Public Entity Crimes Sworn Statement, F.S. 287.133** | | ✓ |
| **Discrimination Certification, F.S. 287.134** | | ✓ |
| **Scrutinized Companies Certification, F.S. 287.135** | | ✓ |
| **E Verify Certification** | | ✓ |
| **Local Preference Affidavit of Eligibility** | | ✓ |
| **MISCELANEOUS DOCUMENTATION** | | |
| **WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number** | | ✓ |
| **Acord Insurance Form (sample copy of Certificate of Insurance)** | | ✓ |
| **Women / Minority Business Enterprise Certification (Mark with an "x" if not applicable)** | | |
| **One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each "23-007 Bidder Name-Submission"<br>OR<br>Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each "23-007 Bidder Name-Submission"** | | ✓ |
| **Statement of "No Bid" Due prior to submission due date and time** | | ✓ |
| **Price Adjustment Form** | | ✓ |
| **Sealed Submission Label (affix to outside of submittal package)** | | ✓ |

CERTIFICATION/ACKNOWLEDGEMENTS:

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The successful bidder/proposer shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or service. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

**Bid Amount**

| COST OF MOWING PER CUT | AMOUNT |
|---|---|
| | $4,295.00 |
| **BID (in words):** Four Thousand Two Hundred & ninety five Dollars | |

Exceptions to Bid: _____

SUBMITTED ON: February 27 20 23

COMPANY: Jack's Lawn & Landscaping, Inc

SIGNATURE: _____ (Seal)
Bidder's Authorized Representative

PRINTED NAME: Jack DeGirolmo

TITLE: President Owner Operator

ADDRESS: 3224 Mildred Street

CITY/STATE/ZIP Sebring, Florida 33870

PHONE NUMBER: 863 381 6210

EMAIL: JacksLnLinc@gmail.com

**PRICE ADJUSTMENT CLAUSE**

*STATEMENT OF ISSUE:* The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first one (1) year of the contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

**Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change**. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME Jack's Lawn & Landscaping Inc - Jack DeGramo

ADDRESS 3224 Mildred Street Sebring, Fl 33875

AUTHORIZED SIGNATURE

PRINTED SIGNATURE Jack DeGramo DATE 02/27/2023

**PUBLIC ENTITY CRIMES** (page 1 of 2)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss
COUNTY OF Highlands }

Before me, the undersigned authority, personally appeared Jack DeGraaimo who, being by me first duly sworn, made the following statement:

1. The business address of 3324 Mildred Street (name of bidder or contractor), is Jack's Lawn & Landscaping, Inc Jack DeGraaimo

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(*Draw a line through paragraph 6 if paragraph 5 above applies.*)

**DRUG FREE WORKPLACE**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS by Jack DeGirolmo owner/operator
[Print individual's name and title]

for Jack's Lawn & Landscaping, Inc State Of Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 3224 mildred Street Sebring, Fl and

whose Federal Employer Identification Number (FEIN) is 47-1384504
(hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Jack DeGirolmo Date: 02/27/2023

STATE OF Florida COUNTY OF Highlands

The foregoing Certification was sworn to before me this 28th day of Feb. 2023 by Jack DeGirolmo, as _____, the duly authorized officer of Jacks Lawn & Landscaping, on its behalf, who is either personally known to me [ ] or has produced FL. DL. as identification [✓].

Signature: _____
Print Name: Brian Cohen
Notary Public, State of Florida
Commission No. HH 058346 My Commission Expires: 10/29/2024

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Brian Cohen
My Commission HH 058346
Expires 10/29/2024

PUBLIC ENTITY CRIMES (page 2 of 2)

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: _____

Print Name: Jack Degirolamo

Print Title: driver/operator

On 28th day of Feb, 2023.

STATE OF Florida

COUNTY OF Highlands

Sworn and subscribed before me in the State and County first mentioned above on the 28th day of Feb., 2023.

Signature: _____

Print Name: Brian Cohen

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Commission No. HH058346

My Commission Expires: 10/29/2024

Notary Public State of Florida
Brian Cohen
My Commission HH 058346
Expires 10/29/2024

**SCRUTINIZED COMPANIES CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**
**SCRUTINIZED COMPANIES CERTIFICATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Jack DeGiralmo owner/operator
[Print individual's name and title]

for Jack's Lawn & Landscaping, Inc. Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 3224 mildred Street Sebring, Fl. and

whose Federal Employer Identification Number (FEIN) is 47-1384504 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Jack DeGiralmo

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 28th day of Feb., 2023, by Jack DeGiralmo, as _____, the duly authorized officer of Jack's Lawn & Landscaping, Inc. on its behalf, who is either personally known to me [ ] or has produced FL.DL. as identification [✓].

(AFFIX NOTARY SEAL)

Print Name: Brian Cohen
Notary Public, State of Florida
Commission No. HH058346
My Commission Expires: 10/29/2024

Notary Public State of Florida
Brian Cohen
My Commission HH 058346
Expires 10/29/2024

## LOCAL VENDOR AFFIDAVIT

## LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Jack DeGironimo Owner/operator
[Print individual's name and title]

for Jacks Lawn & Landscaping, Inc
[Print name of Company/Individual submitting sworn statement]

Whose business address is 3224 mildred Street Sebring, Fl

(If applicable) its Federal Employer Identification Number (FEIN) is 47-1384504

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES ✓ NO ____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES ✓ NO ____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES ✓ NO ____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

_____ 2-28-23
**[Signature and Date]**

**STATE OF** Florida, **COUNTY OF** Highlands

Subscribed and sworn before me, the undersigned notary public on this 28th day of Feb., 2023.

_____ _____ Commission Expiration Date 10/29/2024
NOTARY PUBLIC SEAL

Notary Public State of Florida
Brian Cohen
My Commission HH 058346
Expires 10/29/2024

**NONDISCRIMINATION CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Jack DeGisorMO owner/operator
[Print individual's name and title]

for Jack's Lawn & Landscaping, Inc. Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 3254 Mildred Street Sebring, Fl and

whose Federal Employer Identification Number (FEIN) is 47-1384504 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Jack DeGisorMO Date: 02/27/2023

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 28 day of Feb., 2023 by Jack DeGisorMO, as _____, the duly authorized officer of Jack's Lawn & Landscaping, Inc. Florida, on its behalf, who is either personally known to me [ ] or has produced FL. DL. as identification [✓].

Signature: _____
Print Name: Brian Cohen
Notary Public, State of Florida
Commission No. HH 058346
My Commission Expires: 10/29/2024

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Brian Cohen
My Commission HH 058346
Expires 10/29/2024

## E-VERIFY CERTIFICATION

### CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Jack DeGironimo owner/operator
[Print individual's name and title]

for Jack's Lawn & Landscaping, Inc Florida
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 3224 Mildred Street and

whose Federal Employer Identification Number (FEIN) is 47-1384504 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 1297306

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

Print Name: Jack DeGironimo Date: 02/27/2023

STATE OF Florida
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 28th day of Feb., 2023, by Jack Degironimo, as _____, the duly authorized officer of Jacks Lawn & Landscaping, on its behalf, who is either personally known to me [ ] or has produced FL. DL. as identification [✓].

Signature: _____
Print Name: Brian Cohen
Notary Public, State of Florida

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Brian Cohen
My Commission HH 058348
Expires 10/26/2024

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2023

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 | Libertate Insurance Services, LLC<br>20 N. Orange Avenue, Suite 500<br>Orlando, FL 32801 | CONTACT NAME: | Atlantic Payroll Partners, LLC |
| | | PHONE (A/C, No, Ext): | 772-466-0440 FAX (A/C, No): 772-226-0927 |
| | | E-MAIL ADDRESS: | certs@atlanticpayroll.us |
| | www.libertateins.com | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Key Risk Insurance Company | 10885 |
| INSURED | Atlantic Payroll Partners, LLC<br>3802 Crossroads Parkway<br>Fort Pierce FL 34945 | INSURER B : | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 731714UT 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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | KEY0171678 | 11/1/2022 | 11/1/2023 | ☑ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

PEO Client: Jack's Lawn And Landscaping, Inc. Effective: 11/01/2017
Coverage is extended to the leased employees of alternate employer in all states except in monopolistic states.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| HIGHLANDS COUNTY BOARD OF COUNTY COMMISIONERS<br>600 SOUTH COMMERCE AVE<br>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.<br>AUTHORIZED REPRESENTATIVE<br>Paul R. Hughes |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2023

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 | CONTACT NAME: ASHLEY BISHOP |
|---|---|
| Budget Bi-rite<br>1500 US HWY 27 S<br>Avon Park , FL 33825 | PHONE (A/C, No, Ext): 863-453-3903 FAX (A/C, No): 863-2128129<br>E-MAIL ADDRESS: SHLYCHANEY@YAHOO.COM |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : United States Liability Insurance Com | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Jack Degironimo DBA: Jack 's Lawn Services
3224 Mildred St
Sebring ,FL 33875

**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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | CL1976976B | 04/24/2022 | 04/24/2023 | 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 | $ | INCULDED |
| | | | | | | | DEDUCTIBLE | $ | 0 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ | |
| | | | | | | | AGGREGATE | $ | |
| | | | | | | | | $ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS [ ] OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | |

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

**CERTIFICATE HOLDER**

Highlands County Board of County Commissioners
600 S Commerce Ave
Sebrng, 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
ASHLEY BISHOP


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# CERTIFICATE OF LIABILITY INSURANCE

Date 02/28/2023

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 | CONTACT NAME: Ashley Bishop | |
|---|---|---|
| Budget Bi-Rite Ins Agency<br>1500 Us Highway 27 S<br>Avon Park, FL 33825-5304 | PHONE (A/C, No, Ext): 8634533903 | FAX (A/C, No): 8632128129 |
| | E-MAIL ADDRESS: shlvchanev@yahoo.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Infinity Assurance Insurance Company | 39497 |
| INSURED | INSURER B : | |
| | INSURER C : | |
| Degtyonimo, Jack Joseph dba Jack's Lawn Services<br>3224 Mildred St<br>Sebring, FL 33875 | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**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 | POLICY EXP | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS | | | 509233222569001 | 09/24/2022 | 09/24/2023 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

Vehicle: 2006 Dodg 3D7KS29DX6G177735

2010 Pace 4FPWB2028AG142794

2012 Ford 1FT7W2A66CEA91195

**CERTIFICATE HOLDER**

Highlands County Board of County Commissioners
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

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**Detail by FEI/EIN Number**

Florida Profit Corporation

JACK'S LAWN AND LANDSCAPING INC

## Filing Information

| | |
|---|---|
| Document Number | P14000061129 |
| FEI/EIN Number | 47-1384504 |
| Date Filed | 07/21/2014 |
| Effective Date | 07/25/2014 |
| State | FL |
| Status | ACTIVE |

## Principal Address

3224 MILDRED ST
SEBRING, FL 33875

Changed: 04/28/2017

## Mailing Address

3224 MILDRED ST
SEBRING, FL 33875

Changed: 04/28/2017

## *Registered Agent Name & Address*

DEGIRONIMO, JACK
3224 MILDRED ST
SEBRING, FL 33875

Address Changed: 04/28/2017

## Officer/Director Detail

Name & Address

Title P, T

DEGIRONIMO, JACK
3224 MILDRED ST
SEBRING, FL 33875

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

**DATE OF ACTION REQUEST: Apr 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Liz Barber, Legislative Affairs & Grants Coordinator** |
| **SUBJECT/TITLE:** | **Request adoption of Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District.** |

---

## STATEMENT OF ISSUE

In 2022, the Board voted to approve and fund nine (9) water projects in the Sun 'N Lake Improvement District using American Rescue Plan Act (ARPA) funds. These projects were previously vetted by our contracted ARPA consultant, Government Services Group, and determined to be an appropriate use of ARPA funds based on the U.S. Treasury's Final Rule.

On March 21, 2023, an amendment to the subrecipient agreement between the BOCC and the Sun 'N Lake Improvement District was presented, approved and signed by the BOCC.

Today's request includes a budget amendment and resolution to move the funds into the proper project numbers to align then with the newly approved project list as shown and approved in the amendment.

## RECOMMENDED ACTION

**Move to Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District.**

## FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely moving funds within the nine (9) projects for Sun 'N Lake of Sebring Improvement District funded by ARPA funds.

Attachments: 22-23-072 SNL-Sebring ARPA Projects 21084-21092 Revisions (BA).pdf
22-23-072R SNL-Sebring ARPA Projects 21084-21092 Revisions (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 6, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS



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

DATE: **4/5/2023** SUBMITTED BY: **OMB/Liz Barber**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111**

PROJECT(S) #: **Various** PROJECT TITLE(S): **Various** COST CENTER TITLE(S): **Central Services**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 005 | | 3999100Z | PROJ FD BAL FORWARD | 21084 | 42,000.00 | 8,448.00 | | 50,448.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21084 | 42,000.00 | 8,448.00 | | 50,448.00 |
| R | 005 | | 3999100Z | PROJ FD BAL FORWARD | 21085 | 24,000.00 | | 24,000.00 | 0.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21085 | 24,000.00 | | 24,000.00 | 0.00 |
| R | 005 | | 3999100Z | PROJ FD BAL FORWARD | 21086 | 340,000.00 | | 30,000.00 | 310,000.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21086 | 340,000.00 | | 30,000.00 | 310,000.00 |
| | | | | | | | | | 0.00 |

REASON:

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-072**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

**TRANSFER TYPE:**

_____ ITEM TO ITEM
_____ RESERVE
**XX** BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

**Form Revised 08/05/2020**

## BOARD OF COUNTY COMMISSIONERS



### BUDGET AMENDMENTS

**REQUEST NUMBER** 22-23-072

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21087 | 3,500.00 | 34,500.00 | | 38,000.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21087 | 3,500.00 | 34,500.00 | | 38,000.00 |
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21088 | 27,500.00 | 4,500.00 | | 32,000.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21088 | 27,500.00 | 4,500.00 | | 32,000.00 |
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21089 | 19,800.00 | | 1,800.00 | 18,000.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21089 | 19,800.00 | | 1,800.00 | 18,000.00 |
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21090 | 22,300.00 | | 3,648.00 | 18,652.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21090 | 22,300.00 | | 3,648.00 | 18,652.00 |
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21091 | 42,500.00 | | 42,500.00 | - |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21091 | 42,500.00 | | 42,500.00 | - |
| R | 005 | | 3999100Z | PROJECT FD BAL FORWARD | 21092 | 39,500.00 | 54,500.00 | | 94,000.00 |
| E | 005 | 2111 | 58102Z | GOVT AGENCY-ADMIN/GOVT | 21092 | 39,500.00 | 54,500.00 | | 94,000.00 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |

**REQUEST NUMBER** 22-23-072

| FUND(S) | FUND TITLE(S) |
|---|---|
| 005 | General |

| COST CTR(S) | |
|---|---|
| 2111 | Central Services |

| FND | CST CTR | PROJ # | PROJECT TITLE |
|---|---|---|---|
| 005 | 2111 | 21084 | SNL Auto Flushing Station |
| 005 | 2111 | 21085 | SNL Water Booster Station |
| 005 | 2111 | 21086 | SNL Bypass Pumps |
| 005 | 2111 | 21087 | SNL Remote Pressure Sensor |
| 005 | 2111 | 21088 | SNL Unit 16 Analyzer |
| 005 | 2111 | 21089 | SNL Unit 23 Modifications |
| 005 | 2111 | 21090 | SNL Water Pressure Valve |
| 005 | 2111 | 21091 | SNL Water System VFD |
| 005 | 2111 | 21092 | SNL Water Tank Mixer |

**RESOLUTION NO. 22-23-88**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-072 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 22-23-072 is hereby approved and authorized to realign funding within Sun 'N Lake of Sebring ARPA Projects 231084 – 21092 with a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **JD Langford, P.E., County Engineer**

**SUBJECT/TITLE:** **Request to approve Budget Amendment 22-23-070 to reallocate funds from Cost Center4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project #22051 (Annex 2nd floor renovation).**

---

## STATEMENT OF ISSUE

The Engineering Department and the Critical Infrastructure Division occupy the 2nd floor of the Annex Building currently. The 2nd floor in the Annex Building needs to be reconfigured to accommodate more offices for the Engineering and Critical Infrastructure staff. In addition to moving walls, ac ducts, electric switches, etc. the County Engineer will be having new windows installed and replacing existing windows. Before construction can begin, there is a need to have design plans drawn up. This budget amendment will move the funds to Project #22051 for contracting to have design plans drawn up. The County Engineer will be asking for construction funds in the Capital Financial Strategy (CFS) in FY 23-24.

## RECOMMENDED ACTION

**Move to approve Budget Amendment 22-23-070 in the amount of Eighteen Thousand Dollars ($18,000.00) reallocating funds in Cost Center4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project #22051 (Annex 2nd floor renovation).**

## FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this budget amendment is merely a realignment of funds from Cost Center 4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project #22051 (Annex 2nd floor renovation), account 56200Z (Project Buildings).

Attachments: 22-23-070 Proj 22051 - Annex 2nd Floor Renovation.pdf

REVIEWED
O.M.B DEPARTMENT
April 4, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/21/2023**

SUBMITTED BY: **JD Langford, P.E., County Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **22051** PROJECT TITLE(S): **Annex 2nd Floor Renovations** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| **E** | **151** | **4102A** | **56400** | **Machinery & Equipment** | | **198,831.00** | | **18,000.00** | **180,831.00** |
| **E** | **151** | **4102A** | **56200Z** | **Project Buildings** | **22051** | **0.00** | **18,000.00** | | **18,000.00** |

REASON: **This Budget Ammendment is necessary to reallocate funds from Cost Center 4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project 22051 (Annex 2nd floor renovations) to hire a company to draw up plans for construction on the 2nd floor of the Annex building.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-070**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

**TRANSFER TYPE:**

**XX** ITEM TO ITEM
_____ RESERVE
_____ BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Cynthia Acevedo, Healthy Families Program Manager** |
| **SUBJECT/TITLE:** | **Request approval of Amendment #0005 to Subcontract Agreement 20-25-42 between the Highlands County Board of County Commissioners and the Ounce of Prevention Fund of Florida, Inc., outlining funding movement among grant-funded categories and revised grant budget with associated funding changes.** |

---

## STATEMENT OF ISSUE

Healthy Families Highlands was challenged with staff attrition and recruitment this grant year period (July 1, 2022, through June 30, 2023) resulting in $64,289 of lapse grant funding. The grantor has approved the site's lapse funding proposal to use lapse grant dollars to pay for remaining employee benefit expenses and operating expenses, offsetting the county cash contribution budget by an estimated $64,289.

## RECOMMENDED ACTION

**Move to approve Amendment #0005 to Subcontract Agreement 20-25-42 between the Highlands County Board of County Commissioners and the Ounce of Prevention Fund of Florida, Inc., outlining funding movement among grant-funded categories and revised grant budget with associated funding changes.**

## FISCAL IMPACT

The approval of this amendment will allow for an estimated cost savings of $64,289 to the General Fund (005).

Attachments: Highlands Amendment 5 FY 22-23 4.3.23.pdf

# THE OUNCE OF PREVENTION FUND OF FLORIDA

## SUBCONTRACT AMENDMENT

## AMENDMENT #0005 FY2022-2023

**THIS AMENDMENT** is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF", and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida, hereinafter referred to as "HFF", is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

**Amendment #0005,** effective 3/1/2023 changes include: funding movement among approved categories, revised budget with associated funding changes.

**Attachment 3c** – Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3c** - Budget and Revenue Summary to reflect FY 22-23.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this **4** page Subcontract to be executed by their undersigned officials as duly authorized.

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

Signed by: _____

Name: Chris Campbell_____

Title: BOCC Chair_____

Date: _____

ATTEST:

_____
Jerome Kaszibowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2023_

FEIN #: 59-6000655_

**Healthy Families Florida**

Signed by: _____

Name: Rebekkah Sheetz_____

Title: Executive Director_____

Date: _____

**Ounce of Prevention Fund of Florida**

Signed by: _____

Name: Jennifer Ohlsen_____

Title: President/CEO_____

Date: _____

**Ounce of Prevention Fund of Florida**
**Healthy Families Florida**
Request to Revise Budget

**3c-BUD REV (Amendment)**

**Funding Period: 7/1/22 - 6/30/23** **Date:** 3/30/2023
**Lead Entity: Highlands County BOCC**
**Project Name: HF Highlands** ***SEE INSTRUCTIONS ON THE BOTTOM OF THE REPORT.
**Contract # 20-25-42**

**FOR HFF/HFF USE ONLY:**
APPROVAL

| Categories and Line Items | Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other | BUDGET CHANGES (+) INCREASES / (-) DECREASES Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other | REVISED BUDGET Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Direct Expenses** | | | | | | | | | | | | | | | |
| **A. Salaries and Wages** | | | | | | | | | | | | | | | |
| 1 Program Manager (1 FTE) | $59,007.00 | $59,007.00 | $0.00 | $0.00 | $0.00 | $1,000.00 | $1,000.00 | $0.00 | $0.00 | $0.00 | $60,007.00 | $60,007.00 | $0.00 | $0.00 | $0.00 |
| 2 Supervisor (1FTE) | $41,600.00 | $41,600.00 | $0.00 | $0.00 | $0.00 | $1,000.00 | $1,000.00 | $0.00 | $0.00 | $0.00 | $42,600.00 | $42,600.00 | $0.00 | $0.00 | $0.00 |
| 3. Family Support & Engagement Specialist (1 FTE) title change w/Amend 4 | $34,467.00 | $34,467.00 | $0.00 | $0.00 | $0.00 | ($18,000.00) | ($18,000.00) | $0.00 | $0.00 | $0.00 | $16,467.00 | $16,467.00 | $0.00 | $0.00 | $0.00 |
| 4. Family Support & Engagement Specialist (1 FTE) title change w/Amend 4 | $34,467.00 | $34,467.00 | $0.00 | $0.00 | $0.00 | ($18,528.71) | ($18,528.71) | $0.00 | $0.00 | $0.00 | $15,938.29 | $15,938.29 | $0.00 | $0.00 | $0.00 |
| 5. Family Support & Engagement Specialist (1 FTE) title change w/Amend 4 | $34,467.00 | $34,467.00 | $0.00 | $0.00 | $0.00 | ($15,900.00) | ($15,900.00) | $0.00 | $0.00 | $0.00 | $18,567.00 | $18,567.00 | $0.00 | $0.00 | $0.00 |
| 6. Family Support & Engagement Specialist (1 FTE) title change w/Amend 4 | $34,467.00 | $34,467.00 | $0.00 | $0.00 | $0.00 | ($14,636.00) | ($14,636.00) | $0.00 | $0.00 | $0.00 | $19,831.00 | $19,831.00 | $0.00 | $0.00 | $0.00 |
| 7 Family Support Engagement Specialist/ Family Engagment Specialist (FSES 40% /FES 60% = 1 FTE) Position removed w/Amend 4 | $1,833.30 | $1,833.30 | $0.00 | $0.00 | $0.00 | ($69.29) | ($69.29) | $0.00 | $0.00 | $0.00 | $1,764.01 | $1,764.01 | $0.00 | $0.00 | $0.00 |
| 8 Family Support Engagement Specialist/ Family Engagment Specialist (FSES 25% FES 50% =.75 FTE) Position removed w/Amend 4 | $4,878.56 | $4,878.56 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $4,878.56 | $4,878.56 | $0.00 | $0.00 | $0.00 |
| 9 Data Entry Clerk (1 FTE) | $31,648.00 | $31,648.00 | $0.00 | $0.00 | $0.00 | $1,000.00 | $1,000.00 | $0.00 | $0.00 | $0.00 | $32,648.00 | $32,648.00 | $0.00 | $0.00 | $0.00 |
| Subtotal Salaries and Wages | $276,834.86 | $276,834.86 | $0.00 | $0.00 | $0.00 | ($64,134.00) | ($64,134.00) | $0.00 | $0.00 | $0.00 | $212,700.86 | $212,700.86 | $0.00 | $0.00 | $0.00 |
| **B. Payroll Taxes and Benefits** | $127,919.09 | $45,165.14 | $82,753.95 | $0.00 | $0.00 | $43,268.00 | $43,268.00 | $0.00 | $0.00 | $0.00 | $171,187.09 | $88,433.14 | $82,753.95 | $0.00 | $0.00 |
| **C. Program Consultants and Contractual** | | | | | | | | | | | | | | | |
| 1. Background Screening | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2. Fingerprinting | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3. Information Technology related charges | $8,425.16 | $0.00 | $8,425.16 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $8,425.16 | $0.00 | $8,425.16 | $0.00 | $0.00 |
| Subtotal Program Consultants & Contractual | $8,425.16 | $0.00 | $8,425.16 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $8,425.16 | $0.00 | $8,425.16 | $0.00 | $0.00 |
| **D. Other Consultants and Contractual** | | | | | | | | | | | | | | | |
| 1. Legal | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2. Audit | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3. Accounting | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 4. ADA Interpreting Services | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Subtotal Other Consultants and Contractual | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **E. Participant Educational Materials** | $700.00 | $0.00 | $700.00 | $0.00 | $0.00 | $9,346.00 | $9,346.00 | $0.00 | $0.00 | $0.00 | $10,046.00 | $9,346.00 | $700.00 | $0.00 | $0.00 |
| **F. Consumable Program Supplies** | $500.00 | $0.00 | $500.00 | $0.00 | $0.00 | $650.00 | $650.00 | $0.00 | $0.00 | $0.00 | $1,150.00 | $650.00 | $500.00 | $0.00 | $0.00 |
| **G. Assistance to Participants** | | | | | | | | | | | | | | | |
| 1 Participant Incentives | $1,500.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $4,635.00 | $4,635.00 | $0.00 | $0.00 | $0.00 | $6,135.00 | $4,635.00 | $1,500.00 | $0.00 | $0.00 |
| Subtotal Assistance to Participants | $1,500.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $4,635.00 | $4,635.00 | $0.00 | $0.00 | $0.00 | $6,135.00 | $4,635.00 | $1,500.00 | $0.00 | $0.00 |
| **H. Office Expenses** | | | | | | | | | | | | | | | |
| 1. Telephone | $3,191.00 | $0.00 | $3,191.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,191.00 | $0.00 | $3,191.00 | $0.00 | $0.00 |
| 2. Utilities | $3,759.36 | $0.00 | $0.00 | $3,759.36 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,759.36 | $0.00 | $0.00 | $3,759.36 | $0.00 |
| 3. Postage and Shipping | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 |
| 4. Supplies | $1,750.00 | $0.00 | $1,750.00 | $0.00 | $0.00 | $720.00 | $720.00 | $0.00 | $0.00 | $0.00 | $2,470.00 | $720.00 | $1,750.00 | $0.00 | $0.00 |
| 5. Copying | $575.00 | $0.00 | $575.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $575.00 | $0.00 | $575.00 | $0.00 | $0.00 |
| Subtotal Office Expenses | $9,575.36 | $0.00 | $5,816.00 | $3,759.36 | $0.00 | $720.00 | $720.00 | $0.00 | $0.00 | $0.00 | $10,295.36 | $720.00 | $5,816.00 | $3,759.36 | $0.00 |
| **I. Operating Capital Outlay** | | | | | | | | | | | | | | | |
| 1. Machinery & Equipment | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2. Computers & Software | $146.00 | $0.00 | $146.00 | $0.00 | $0.00 | $3,837.00 | $3,837.00 | $0.00 | $0.00 | $0.00 | $3,983.00 | $3,837.00 | $146.00 | $0.00 | $0.00 |
| Subtotal Operating Capital Outlay | $146.00 | $0.00 | $146.00 | $0.00 | $0.00 | $3,837.00 | $3,837.00 | $0.00 | $0.00 | $0.00 | $3,983.00 | $3,837.00 | $146.00 | $0.00 | $0.00 |
| **J. Lease/Rent** | | | | | | | | | | | | | | | |
| 1. Equipment | $1,862.00 | $0.00 | $1,862.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,862.00 | $0.00 | $1,862.00 | $0.00 | $0.00 |
| 2. Transportation | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3. Building | $16,692.64 | $0.00 | $0.00 | $16,692.64 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $16,692.64 | $0.00 | $0.00 | $16,692.64 | $0.00 |
| Subtotal Lease/Rent | $18,554.64 | $0.00 | $1,862.00 | $16,692.64 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,554.64 | $0.00 | $1,862.00 | $16,692.64 | $0.00 |
| **K. Maintenance** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **L. Insurance** | $1,645.00 | $0.00 | $1,645.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,645.00 | $0.00 | $1,645.00 | $0.00 | $0.00 |
| **M. Staff Travel** | | | | | | | | | | | | | | | |
| 1. Home Visiting Travel Costs | $12,766.49 | $0.00 | $12,766.49 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $12,766.49 | $0.00 | $12,766.49 | $0.00 | $0.00 |
| 2. Training Travel Costs | $1,000.00 | $0.00 | $1,000.00 | $0.00 | $0.00 | $1,328.00 | $1,328.00 | $0.00 | $0.00 | $0.00 | $2,328.00 | $1,328.00 | $1,000.00 | $0.00 | $0.00 |
| 3. Conference Travel Costs | $346.00 | $0.00 | $346.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $346.00 | $0.00 | $346.00 | $0.00 | $0.00 |
| Subtotal Staff Travel | $14,112.49 | $0.00 | $14,112.49 | $0.00 | $0.00 | $1,328.00 | $1,328.00 | $0.00 | $0.00 | $0.00 | $15,440.49 | $1,328.00 | $14,112.49 | $0.00 | $0.00 |
| **N. Conference Registration Fees and Staff Training Registration Fees** | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 | $240.00 | $240.00 | $0.00 | $0.00 | $0.00 | $540.00 | $240.00 | $300.00 | $0.00 | $0.00 |
| **O. Membership Fees and Subscriptions** | | | | | | | | | | | | | | | |

| Categories and Line Items | | | | | | BUDGET CHANGES (+) INCREASES / (-) DECREASES | | | | | REVISED BUDGET | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other | Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other | Total Cost of Program | HFF Grant | Cash Contrib. | In-kind Contrib. | Other |
| 1. HFA Affiliation Fee | $3,800.00 | $0.00 | $3,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,800.00 | $0.00 | $3,800.00 | $0.00 | $0.00 |
| 2. Membership Fees | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3. Subscription Fees | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Subtotal Membership Fees and Subscriptions | $3,800.00 | $0.00 | $3,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,800.00 | $0.00 | $3,800.00 | $0.00 | $0.00 |
| P. Advertising | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Q. Outside Printing and Artwork | $250.00 | $0.00 | $250.00 | $0.00 | $0.00 | $110.00 | $110.00 | $0.00 | $0.00 | $0.00 | $360.00 | $110.00 | $250.00 | $0.00 | $0.00 |
| R. Other Allowable Costs (incl. furniture less than $1,000) | | | | | | | | | | | | | | | |
| 1. Furniture < $1,000 | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 |
| Subtotal Other Allowable Cost | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $300.00 | $0.00 | $300.00 | $0.00 | $0.00 |
| DIRECT EXPENSES TOTAL | $464,562.60 | $322,000.00 | $122,110.60 | $20,452.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $464,562.60 | $322,000.00 | $122,110.60 | $20,452.00 | $0.00 |
| Administrative Expenses | | | | | | | | | | | | | | | |
| Allocated Management and General Overhead, not to exceed 10% of HFF grant amount | $52,383.00 | $0.00 | $0.00 | $52,383.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,383.00 | $0.00 | $0.00 | $52,383.00 | $0.00 |
| GRAND TOTAL (Direct and Administrative Expenses) | $516,945.60 | $322,000.00 | $122,110.60 | $72,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $516,945.60 | $322,000.00 | $122,110.60 | $72,835.00 | $0.00 |

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

**DATE OF ACTION REQUEST: April 18, 2023**

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

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## STATEMENT OF ISSUE

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

## RECOMMENDED ACTION

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

## FISCAL IMPACT

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

Attachments: Surplus Office updated 4-5-23.pdf

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

| | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 2 | 1 | 3217 | FIRE RES | | 1 1/2 IN & 1 1/4 IN SMOOTH BORE | | POOR |
| 3 | 2 | 3217 | FIRE RES | | 1 1/2" FIRE HOSE (2EA) | | POOR |
| 4 | 3 | 3217 | FIRE RES | | 1/2" FIRE HOSE (5EA) | | POOR |
| 5 | 4 | 3217 | FIRE RES | | 3" FIRE HOSE (8EA) | | POOR |
| 6 | 5 | 3217 | FIRE RES | | 5" FIRE HOSE (3EA) | | POOR |
| 7 | 6 | 3217 | FIRE RES | | 5" HARD SUCTIONS (6EA) | | FAIR |
| 8 | 7 | 3217 | FIRE RES | | AIR HOSE | | POOR |
| 9 | 8 | | | | FOAM SUCTION HOSE | | POOR |
| 10 | | | | | | | |
| 11 | 9 | 3101 | SHERIFF | | BATTERY BACKUP APC 1500 | | POOR |
| 12 | 10 | 2102 | CLERK | | BATTERY BACKUP ES 350 APC (2EA) | | FAIR |
| 13 | 11 | 2102 | CLERK | | BATTERY BACKUPS 550 APC | | FAIR |
| 14 | 12 | 2102 | CLERK | | BATTERY BACKUPS 600 APC | | FAIR |
| 15 | 13 | 2102 | CLERK | | BATTERY BACKUPS 650 APC (10EA) | | DAMAGED |
| 16 | 14 | 2102 | CLERK | | BATTERY BACKUPS NETWORK 40 | | FAIR |
| 17 | 15 | 1002B | STAT ATTY | ST 103 | UPS APC BATTEYR BACKUP 3000VA | | OUT DATED |
| 18 | 16 | 2102 | CLERK | | CISCO CP-8865 VOIP PHONES (11EA) | | FAIR |
| 19 | 17 | 2102 | CLERK | | CISCO CP-9971 VOIP PHONE | | FAIR |
| 20 | 18 | 3101 | SHERIFF | | CISCO SWITCH SF 100-16 2EA | | POOR |
| 21 | 19 | 3101 | SHERIFF | | COMPUTER DELL 745 2EA | | POOR |
| 22 | 20 | 3101 | SHERIFF | | COMPUTER DELL 755 | | POOR |
| 23 | 21 | 3101 | SHERIFF | | COMPUTER DELL 760 | | POOR |
| 24 | 22 | 3101 | SHERIFF | | COMPUTER DELL 780 11 EA | | POOR |
| 25 | 23 | 2107 | HR | | COMPUTER DELL 9020 3EA | | POOR |
| 26 | 24 | 2442 | ELECTIONS | | COMPUTER DELL OPTIPLEX 7010 | | OUT DATED |
| 27 | 25 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 7040 DELL(2EA) | | FAIR |
| 28 | 26 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 7060 | | POOR |
| 29 | 27 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 790 (2EA) | | POOR |
| 30 | 28 | 3101 | SHERIFF | | COMPUTER DELL OPTIPLEX 790 3EA | | POOR |
| 31 | 29 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 790 MINI TOWER | | FAIR |
| 32 | 30 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 9020 (3 EA) | | FAIR |
| 33 | 31 | 2102 | CLERK | | COMPUTER DELL OPTIPLEX 9020 (4EA) | | POOR |
| 34 | 32 | 2991 | VET SERV | | COMPUTER DELL OPTPLEX 780 2EA | | POOR |

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

| | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 35 | 33 | 2102 | CLERK | | COMPUTER OPTIPLEX 7010 DELL (2EA) | | BROKE |
| 36 | 34 | 2102 | CLERK | | COMPUTER OPTIPLEX 7050 DELL | | FAIR |
| 37 | 35 | 2442 | ELECTIONS | | COMPUTER OPTIPLEX 9020 DELL (2EA) | | OUT DATED |
| 38 | 36 | 2102 | CLERK | | COMPUTER OPTIPLEX 9020 DELL (3EA) | | FAIR |
| 39 | 37 | 2102 | CLERK | | BOX OF MONITOR MOUNTS | | FAIR |
| 40 | 38 | 2102 | CLERK | | BOX OF MISC CABLES | | FAIR |
| 41 | 39 | 3101 | SHERIFF | | DELL 2850 | | POOR |
| 42 | 40 | 2102 | CLERK | | DELL MONITIRS (6EA) | | FAIR |
| 43 | 41 | 2102 | CLERK | | SURFACE PRO WINDOWS 8 | | BROKE |
| 44 | 42 | 2102 | CLERK | | SURFACE TABLET WINDOWS | | BROKE |
| 45 | 43 | 2102 | CLERK | | SURFACE TABLET WINDOWS (3EA) | | FAIR |
| 46 | 44 | 2102 | CLERK | | SURFACE TABLET WINDOWS (4 EA) | | FAIR |
| 47 | 45 | 1002B | STAT ATTY | ST 106 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 48 | 46 | 1002B | STAT ATTY | ST 108 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 49 | 47 | 1002B | STAT ATTY | ST 109 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 50 | 48 | 1002B | STAT ATTY | ST 110 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 51 | 49 | 1002B | STAT ATTY | ST 112 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 52 | 50 | 1002B | STAT ATTY | ST 113 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 53 | 51 | 1002B | STAT ATTY | ST 114 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 54 | 52 | 1002B | STAT ATTY | ST 115 | SWITCH CISCO SG500X-48 | | OUT DATED |
| 55 | 53 | 2102 | CLERK | | SWITCH CONNECT PRO DVI | | FAIR |
| 56 | 54 | 1002B | STAT ATTY | ST 137 | SWITCH DELL EO7W | | OUT DATED |
| 57 | 55 | 1002B | STAT ATTY | ST 138 | SWITCH DELL EO7W | | OUT DATED |
| 58 | 56 | 1002B | STAT ATTY | ST 123 | SWITCH DELL N4032F | | OUT DATED |
| 59 | 57 | 2102 | CLERK | | DOCKING STATION MICROSOFT SURFACE | | FAIR |
| 60 | 58 | 2102 | CLERK | | DOCKING STATION MICROSOFT SURFACE | | FAIR |
| 61 | 59 | 3101 | SHERIFF | | SERVER DELL POWER EDGE 860 | | POOR |
| 62 | 60 | 3101 | SHERIFF | | ETHER NET SWITCH TE 100 4 EA | | POOR |
| 63 | 61 | 2102 | CLERK | | KEYBOARDS MICE AND SPEAKERS MISC | | FAIR |
| 64 | 62 | 2102 | CLERK | | LABEL/WRITER DYMO 400 | | FAIR |
| 65 | 63 | 2102 | CLERK | | LABEL/WRITER DYMO 450 (4EA) | | FAIR |
| 66 | 64 | 3217 | FIRE RES | | LAPTOP CAD DELL (4EA) | | POOR |
| 67 | 65 | 4101 | ENG | CE 2015 | LAPTOP DELL | | POOR |

**HIGHLANDS COUNTY BOCC**
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| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 68 | 66 | 3101 | SHERIFF | | LAPTOP DELL E6400 2EA | | POOR |
| 69 | 67 | 3101 | SHERIFF | | LAPTOP DELL E6400XFR 10 EA | | POOR |
| 70 | 68 | 3101 | SHERIFF | | LAPTOP DELL D520 | | POOR |
| 71 | 69 | 2991 | VET SERV | | LAPTOP DELL D830 | | POOR |
| 72 | 70 | 1002B | STAT ATTY | ST 69 | LAPTOP DELL E6520 | | OUT DATED |
| 73 | 71 | 1002B | STAT ATTY | ST 90 | LAPTOP DELL E6520 | | OUT DATED |
| 74 | 72 | 1002B | STAT ATTY | ST 95 | LAPTOP DELL E6520 | | OUT DATED |
| 75 | 73 | 2102 | CLERK | | LAPTOP DELL LATITUDE 5500 | | FAIR |
| 76 | 74 | 4101 | ENG | CE 2022 | LAPTOP DELL LATTITUDE 15 | | POOR |
| 77 | 75 | 4101 | ENG | CE 2045 | LAPTOP DELL MPWS 7720 CRANE 17 | | POOR |
| 78 | 76 | 4101 | ENG | CE 2046 | LAPTOP DELL MPWS 7720 CRANE 17 | | POOR |
| 79 | 77 | 4101 | ENG | CE 2027 | LAPTOP DELL PRECISION T5810 | | POOR |
| 80 | 78 | 2102 | CLERK | | LAPTOP WINDOWS | | BROKE |
| 81 | 79 | 2102 | CLERK | | LAPTOP WINDOWS | | FAIR |
| 82 | 80 | 4101 | ENG | | MISC COMPUTERS CORDS | | FAIR |
| 83 | 81 | 2442 | ELEC OFFICE | | MONITIOR DELL HANIS -G | | FAIR |
| 84 | 82 | 4210 | LANDFILL | | MONITOR ACER 2 EA | | FAIR |
| 85 | 83 | 3995 | CAC | | MONITOR DELL | | FAIR |
| 86 | 84 | 2102 | CLERK | | MONITOR STANDS (6 BX) | | FAIR |
| 87 | 85 | 2442 | ELEC OFFICE | | MONITORS DELL (5EA) | | FAIR |
| 88 | 86 | 4210 | LANDFILL | | MONITORS DELL 2 EA | | FAIR |
| 89 | 87 | 3101 | SHERIFF | | NET GEAR FS108 | | POOR |
| 90 | 88 | 2700 | DEV SERVICES | | LAPTOP GATEWAY M255-E | | POOR |
| 91 | 89 | 2700 | DEV SERVICES | | MONITOR DELL | | POOR |
| 92 | 90 | 2700 | DEV SERVICES | | COMPUTER DELL OPTIPLEX 7010 (2EA) | | POOR |
| 93 | | | | | | | |
| 94 | 91 | 3217 | FIRE RES | | CHAINSAW CASE | | FAIR |
| 95 | 92 | 4102 | ROAD & | | POULAN CHAINSAW 2375 WILD THING 2 EA | | POOR |
| 96 | 93 | 4102 | ROAD & | | STIHL CHAINSAW 20" 380 MAGNUM | | POOR |
| 97 | 94 | 4102 | ROAD & | | STIHL CHAINSAW 20" 390 MAGNUM | | POOR |
| 98 | 95 | 4102 | ROAD & | | STIHL CHAINSAW 20" 441 | | POOR |
| 99 | 96 | 4102 | ROAD & | | STIHL CHAINSAW 36" 056AV | | POOR |
| 100 | 97 | 4102 | ROAD & | | STIHL POLESAW 12" F590R | | POOR |
| 101 | 98 | 4102 | ROAD & | | WI T85 PLATE COMPACTOR 800884 | | POOR |
| 102 | | | | | | | |

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| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 103 | 99 | 4102 | R&B | | OFFICE CHAIRS MISC 16 EA | | POOR |
| 104 | 100 | 5101 | HEALTH DEPT | | CHAIRS 5 EA | | FAIR |
| 105 | | | | | | | |
| 106 | 101 | 3217 | FIRE RESCUE | | STACKING CHAIRS 66 ea | | POOR |
| 107 | | | | | | | |
| 108 | 102 | 3995 | CAC | | CHILD COUCHES 2EA | | FAIR |
| 109 | | | | | | | |
| 110 | 103 | 3439 | PLANNING | | CREDENZA BROWN | | FAIR |
| 111 | 104 | 2442 | ELECTIONS | | DESK & PRINTER TABLE | | FAIR |
| 112 | 105 | 3217 | FIRE RES | | DESK (1EA) | | FAIR |
| 113 | 106 | 2101 | CLERK | | DESK (CHERRY) | | FAIR |
| 114 | 107 | 5101 | HEALTH DEPT | | DESK 3 EA | | FAIR |
| 115 | 108 | 2442 | ELECTIONS | | DESK L SHAPE (3EA) | | FAIR |
| 116 | 109 | 2442 | ELECTIONS | | DESK METAL | | FAIR |
| 117 | 110 | 2101 | CLERK | | DESK SMALL (CHERRY) | | FAIR |
| 118 | 111 | 2101 | CLERK | | DESK TAN W/BLACK DRAWERS | | FAIR |
| 119 | 112 | 3995 | CAC | | DESK WHITE WITH HUTCH | | FAIR |
| 120 | | | | | | | |
| 121 | 113 | 2101 | CLERK | | BLACK METAL BOOK SHELVE | | FAIR |
| 122 | 114 | 5101 | HEALTH DEPT | | BOOK CASE SMALL | | FAIR |
| 123 | 115 | 3217 | FIRE RES | | BOOK SHELF | | FAIR |
| 124 | 116 | 2101 | CLERK | | GREEN METAL BOOK SHELVES (16EA) | | FAIR |
| 125 | 117 | 3217 | FIRE RES | | FILE CABINET | | FAIR |
| 126 | 118 | 2101 | CLERK | | FILE CABINET 4 DRAWER | | FAIR |
| 127 | 119 | 3217 | FIRE RES | | FILE CABINET 4 DRAWER (5 EA) | | POOR |
| 128 | 120 | 2101 | CLERK | | FILE CABINET 6 SHELVE WITH 10 STORAGE 3EA | | FAIR |
| 129 | 121 | 2442 | ELECTIONS | | FILE CABINET METAL 2 DRAWER | | FAIR |
| 130 | 122 | 2442 | ELECTIONS | | FILE CABINET METAL 4 DRAWER (2 EA) | | FAIR |
| 131 | 123 | 5101 | HEALTH DEPT | | FILE CABINETS 1EA | | FAIR |
| 132 | 124 | 3217 | FIRE RES | | FILE CABINT 5 DRAWER | | POOR |
| 133 | | | | | | | |
| 134 | 125 | 3217 | FIRE RES | | FIRE GEAR | | OUT OF |

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|---|---|---|---|---|---|---|---|
| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 135 | | | | | | | |
| 136 | 126 | 3217 | FIRE RES | | GAS CANS 17 EA | | FAIR |
| 137 | | | | | | | |
| 138 | 127 | 3217 | FIRE RES | | STOVE / OVEN | | POOR |
| 139 | | | | | | | |
| 140 | 128 | 3217 | FIRE RES | | MISC WRENCHS | | POOR |
| 141 | 129 | 3217 | FIRE RES | | MISC COUPLINGS | | POOR |
| 142 | 130 | 3217 | FIRE RES | | 6" TO 5 ' COUPLING | | POOR |
| 143 | 131 | 3217 | FIRE RES | | 6" FOAM TIP | | POOR |
| 144 | 132 | 3217 | FIRE RES | | FOAM NOZZLE 2 EA | | POOR |
| 145 | 133 | 3217 | FIRE RES | | 3 IN GATED WYE | | POOR |
| 146 | 134 | 3217 | FIRE RES | | FOAM TIP | | POOR |
| 147 | 135 | 3217 | FIRE RES | | RADIO CHARGERS | | POOR |
| 148 | 136 | 3217 | FIRE RES | | SAFETY CONES COLAPSABLE | | POOR |
| 149 | 137 | 3217 | FIRE RES | | FIRE MONITOR | | POOR |
| 150 | 138 | 3217 | FIRE RES | | FIRE MONITOR AKRON | | POOR |
| 151 | 139 | 3217 | FIRE RES | | FIRE NOZZLE | | POOR |
| 152 | 140 | 3217 | FIRE RES | | FIRE RACK (3EA) | | POOR |
| 153 | 141 | 3217 | FIRE RES | | FOAM CANNON | | POOR |
| 154 | 142 | 3217 | FIRE RES | | FOAM INDUCTOR (3EA) | | POOR |
| 155 | 143 | 3217 | FIRE RES | | HOSE JACKETS (3EA) | | POOR |
| 156 | 144 | 3217 | FIRE RES | | HOSE NOZZLES (6EA) | | POOR |
| 157 | 145 | 3217 | FIRE RES | | HOSE REEL | | POOR |
| 158 | 146 | 3217 | FIRE RES | | HOSE REEL ELECTRIC | | POOR |
| 159 | 147 | 3217 | FIRE RES | | HOSE REEL HANNAY | | POOR |
| 160 | 148 | 3217 | FIRE RES | | HOSE STRAINERS (3EA) | | POOR |
| 161 | 149 | 3217 | FIRE RES | | HYDRAULIC HOSE REEL | | POOR |
| 162 | 150 | 3217 | FIRE RES | | JACKET HOSE WOVEN (4EA) | | POOR |
| 163 | 151 | 3217 | FIRE RES | | 1 " NOZZLE AKRON | | POOR |
| 164 | 152 | 3217 | FIRE RES | | 1.5 FIR COUPLING | | POOR |
| 165 | 153 | 3217 | FIRE RES | | 2 1/2 MASTER STREAM NOZZLE | | POOR |
| 166 | 154 | 3217 | FIRE RES | | DOUBLE FEM STEAMER 4" | | POOR |
| 167 | 155 | 3217 | FIRE RES | VFD 62 | PRESSURE METER PORTABLE FLOW | RETIRED | POOR |
| 168 | 156 | 4105 | ENG | CE 1900 | MOTOROLA RADIO | 483TMC0265 | OUT DATED |
| 169 | 157 | 3217 | FIRE RES | MRS 2828 | PORTABLE RADIO NO BATTERY | | JUNK |

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| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 170 | | | | | | | |
| 171 | 158 | 3217 | FIRE RES | | LIGHT BAR | | POOR |
| 172 | 159 | 3217 | FIRE RES | | LIGHT BAR WHELEN | | POOR |
| 173 | 160 | 3217 | FIRE RES | | LIGHT BAR WHELEN | | POOR |
| 174 | 161 | 3217 | FIRE RES | | LIGHT BARS MISC 10 EA | | POOR |
| 175 | | | | | | | |
| 176 | 162 | 3217 | FIRE RES | | LUKAS RESCUE TOOL | | POOR |
| 177 | | | | | | | |
| 178 | 163 | 3217 | FIRE RES | | METAL BOXES | | POOR |
| 179 | 164 | 3217 | FIRE RES | | PLASTIC TOOL BOX | | POOR |
| 180 | 165 | 3217 | FIRE RES | | SMALL RED TOOL BOX | | POOR |
| 181 | | | | | | | |
| 182 | 166 | 2911 | VET SERV | | PRINTER CANNON BJC 50 | | POOR |
| 183 | 167 | 4101 | ENG | | PRINTER HP | | POOR |
| 184 | 168 | 2442 | ELECTIONS | | PRINTER HP 1006 | | FAIR |
| 185 | 169 | 2442 | ELECTIONS | | PRINTER HP 1012 (2EA) WITH TONER | | FAIR |
| 186 | 170 | 3101 | SHERIFF | | PRINTER HP 4200 | | POOR |
| 187 | 171 | 3101 | SHERIFF | | PRINTER HP CM 2320 | | POOR |
| 188 | 172 | 4101 | ENG | CD 1084 | PRINTER HP DESIGNJET 4500PS | | BROKE |
| 189 | 173 | 2102 | CLERK | | PRINTER HP LASERJET 4250N | | FAIR |
| 190 | 174 | 2102 | CLERK | | PRINTER HP LASERJET 600 M602 | | FAIR |
| 191 | 175 | 2102 | CLERK | | PRINTER HP LASERJET 600 M602 | | FAIR |
| 192 | 176 | 2102 | CLERK | | PRINTER HP LASERJET PRO M404DN | | FAIR |
| 193 | 177 | 1002B | STAT ATTY | ST 134 | PRINTER OKIDATA 4410N | | OUT DATED |
| 194 | 178 | 3101 | SHERIFF | | PRINTER P4015N 3EA | | POOR |
| 195 | 179 | 3101 | SHERIFF | | RECEIPT PRINTERS TLP 2844-2 6 EA | | POOR |
| 196 | 180 | 2102 | CLERK | | SCANNER FI-6130Z FUJITSU (9EA) | | FAIR |
| 197 | 181 | 2102 | CLERK | | SCANNER FI-7160 FUJITSU (7EA) | | FAIR |
| 198 | 182 | 4210 | LANDFILL | | SCANNER FUJITSU FI-5120C | | FAIR |
| 199 | 183 | 2100 | OMB | | SCANNER FUJITSU FI-5120C | | POOR |
| 200 | 184 | 1003B | PUBLIC DEF | PD 44 | SCANNER I2820 KODAK | | POOR |
| 201 | | | | | | | |
| 202 | 185 | 3217 | FIRE RES | | PUMP PONY 8HP | | POOR |
| 203 | 186 | 3217 | FIRE RES | | PUMP PONY INTEK 12.5 HP | | POOR |
| 204 | | | | | | | |

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| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 205 | 187 | 2101 | CLERK | | ROLLING CART | | FAIR |
| 206 | 188 | 2101 | CLERK | | ROLLING CART GREY | | FAIR |
| 207 | 189 | 2101 | CLERK | | ROLLING CART TAN | | FAIR |
| 208 | | | | | | | |
| 209 | 190 | 3217 | FIRE RES | | SCBA AIR PACKS (17EA) | | POOR |
| 210 | 191 | 3217 | FIRE RES | | SCBA BOTTLES | | POOR |
| 211 | 192 | 3217 | FIRE RES | | SCBA MASK (11EA) | | POOR |
| 212 | 193 | 3217 | FIRE RES | | SCBA PACKS ISI (6EA) | | POOR |
| 213 | | | | | | | |
| 214 | 194 | 2672 | FAC MGMT | | BINDERS MISC | | FAIR |
| 215 | 195 | 2101 | CLERK | | BULLETIN BOARD | | FAIR |
| 216 | 196 | 2101 | CLERK | | CUBICAL WALLS PINK | | FAIR |
| 217 | 197 | 4101 | ENG | | MISC OFFICE SUPPLIES | | FAIR |
| 218 | 198 | 2991 | VET SERV | | MISC OFFICE SUPPLIES | | FAIR |
| 219 | 199 | 4101 | ENG | | MIS OFFICE SUPPLIES | | FAIR |
| 220 | 200 | 3995 | CAC | | MAIL DIVIDER WHITE | | WHITE |
| 221 | 201 | 2101 | CLERK | | PAPER TRIMMER | | FAIR |
| 222 | 202 | 6102 | PARKS | PR 136 | PROJECTOR DELL | | FAIR |
| 223 | 203 | 4101 | ENG | | FILE FOLDERS LEAGL POCKET FOLDERS 1BX | | FAIR |
| 224 | 204 | 2101 | CLERK | | STOOL | | FAIR |
| 225 | 205 | 2101 | PIO | | DVD / VCR SYLVANIA | | FAIR |
| 226 | 206 | 3995 | CAC | | TV | | TRASH |
| 227 | 207 | 2442 | ELECTIONS | | TV STAND | | FAIR |
| 228 | 208 | 3995 | CAC | | TV STAND / ROLLING CART | | FAIR |
| 229 | 209 | 2700 | DEV SER | | BINDERS MISC | | FAIR |
| 230 | 210 | 2700 | DEV SER | | MISC OFFICE SUPPLIES | | FAIR |
| 231 | 211 | 2101 | CLERK | | TYPEWRITER | | FAIR |
| 232 | | | | | | | |

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| 1 | **SURPLUS #** | **COST CENTER** | **DEPARTMENT TURNING IN** | **FIXED ASSET #** | **DESCRIPTION** | **SERIAL #** | **CONDITION** |
| 233 | 212 | 4105 | TRAFFIC | | DIES FOR HANDLINER | APOLLO | POOR |
| 234 | 213 | 4105 | TRAFFIC | | THERMO-PLASTIC APPLICATOR | APOLLO | POOR |
| 235 | 214 | 4105 | TRAFFIC | | PAVEMENT MARKINGS GRINDER | STIMONITE | OBSOLETE |
| 236 | | | | | | | |
| 237 | 215 | 3217 | FIRE RES | | VENT FAN QUICK EJECT | | POOR |
| 238 | 216 | 3217 | FIRE RES | | VENT FAN SUPER VAC | | POOR |
| 239 | 216 | 3217 | FIRE RES | DC 143 | EXHAUST FAN | | POOR |
| 240 | 218 | 3217 | FIRE RES | | EXT CORD W/REEL | | POOR |
| 241 | 219 | 3217 | FIRE RES | | EXHAUST FAN | | POOR |
| 242 | | | | | | | |
| 243 | 220 | 4102 | R&B SHOP | RB 1311 | WELDER 200 MILLERMATIC | RETIRED | POOR |
| 244 | 221 | 4102 | R&B SHOP | RB 2158 | WELDER 350P MILLERMATIC | RETIRED | POOR |
| 245 | 222 | 4104 | R&B SHOP | RB 2036 | BATTERY TESTER FERRET 42HD | | POOR |
| 246 | | | | | | | |
| 247 | 223 | 3217 | FIRE RESCUE | | YAMAHA EF 5000 DVE GENERATOR | | POOR |
| 248 | 224 | 3217 | FIRE RES | | HONDA 2500 GENERATOR | | POOR |
| 249 | 225 | 3217 | FIRE RES | | HONDA 3500 GENERATOR | | POOR |
| 250 | | | | | | | |
| 251 | 226 | 3217 | FIRE RES | | METAL SHELVING AND RACKS | | FAIR |
| 252 | | | | | | | |
| 253 | 227 | 3217 | FIRE RES | | CANOPY 10X20 AND SUPPLIES | | FAIR |
| 254 | | | | | | | |
| 255 | 228 | 3217 | FIRE RES | | LIFT POD JIG | | POOR |

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:**

**SUBJECT/TITLE:** **Request approval of the minutes from the February 23, 2023 Special Meeting of the Board of County Commissioners/Hospital District, and the March 7, 2023 and March 21, 2023 Regular Meeting(s) of the Board.**

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**RECOMMENDED ACTION**

**Move approval of the minutes from the February 23, 2023 Special Meeting of the Board of County Commissioners/Hospital District, and the March 7, 2023 and March 21, 2023 Regular Meeting(s) of the Board.**

Attachments: 022323SPECIAL.pdf
030723REG.pdf
032123REG.pdf

**HIGHLANDS COUNTY HOSPITAL DISTRICT**
**BOARD OF COUNTY COMMISSIONERS**
**SPECIAL MEETING OF THE BOARD, FEBRUARY 23, 2023**

The Highlands County Hospital District Board of Commissioners met at 1:30 p.m. on Thursday, February 23, 2023, at the Highlands County Board of County Commissioners' Boardroom at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

| | |
|---|---|
| **Jeff Roth** | **Katie Wilson** |
| **Dean W. Gerber** | **Victor Divietro** |
| **Dusty Johnson** | |
| | |
| **Commissioner Kevin J. Roberts** | **Commissioner Arlene Tuck** |
| **Commissioner Scott A. Kirouac** | **Commissioner Don Elwell** |

Commissioner Chris Campbell was absent from the meeting.

This meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was provided to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

Also, present: District Board Attorney Bert J. Harris, III; Gail Escobar, Deputy Board Clerk and Jill Ann Shields, Deputy Clerk.

**1. MEETING CALLED TO ORDER**
The meeting was called to order at 1:30 p.m. by Chairman Gerber.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**
The meeting opened with the invocation by Jeff Roth followed by the pledge.

**3. PUBLIC COMMENT**
No comments.

**4. APPROVAL OF THE HIGHLANDS COUNTY HOSPITAL DISTRICT MINUTES**

**A. November 17, 2022 – Regular Meeting**

**B. December 15, 2022 – Special Meeting**

**C. December 29, 2022 – Special Meeting**

**D. January 18, 2023 – Special Meeting**

Mr. Divietro made a motion to approve the minutes as presented. Mr. Johnson seconded the motion. Upon roll call, all members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**5. ACCOUNTANT'S REPORT**
Mark Cox, CPA of Wicks, Brown, Williams & Co. presented the Accountant's Report.

Mr. Johnson made a motion to approve the accountant's report. Ms. Wilson seconded the motion.
Upon roll call, all members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

Chairman Gerber stated for the record County Commissioner Arlene J. Tuck has joined the meeting.

**6. APPROVAL OF PAYMENT OF BILLS**

Mr. Divietro made a motion to approve the bills and invoices as presented. Ms. Wilson seconded the motion.

Upon roll call, all members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**7. PRESENTATION OF AUDIT**

Julie Fowler, CliftonLarsonAllen LLP, presented the auditor's report FYE September 30, 2022.

Mr. Divietro made a motion to approve the auditor's report as presented. Ms. Wilson seconded the motion.

Upon roll call, all members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**8. HCA FLORIDA HIGHLANDS HOSPITAL REPORT**

Joe Gleason, CEO, presented the HCA Florida Highlands Hospital Report. ***See Highlands County Hospital District Minutes.***

**9. ELECTION OF 2023 BOARD OFFICERS**

Chairman Gerber opened nominations for the Board Clerk.

Mr. Johnson made a motion to nominate Gail Escobar as Board Clerk. Mr. Roth seconded the motion. Hearing no further nominations, Chairman Gerber called for a vote.

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

Chairman Gerber opened nominations for the chairman of the Highlands County Hospital District Board.

Mr. Divietro made a motion to nominate Dean W. Gerber as Highlands County Hospital District Chairman. Ms. Wilson seconded the motion. Hearing no further nominations, Chairman Gerber called for a vote.

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

The gavel remained with the newly elected chairman, Dean W. Gerber.

Chairman Gerber opened nominations for the vice-chairman of the Highlands County Hospital District Board.

Mr. Johnson made a motion to nominate Katie Wilson as Highlands County Hospital District Board Vice-Chair. Mr. Roth seconded the motion. Hearing no further nominations, Chairman Gerber called for a vote.

Upon roll call, all members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**10. APPROVAL OF HEALTH SERVICES GRANT TIMELINE 2023-2024**

Mr. Divietro made a motion to approve the timeline. Mr. Johnson seconded the motion.

Upon roll call, all Members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**11. CONSIDERATION OF THE PURCHASE OF PROPERTY AT 3700 & 3750 EMERGENCY LANE**

District Board Attorney Bert J. Harris, III, stated he sent a letter to the Board January 26, 2023, and the Skippers

have executed an irrevocable offer to sell, giving time to consider through this meeting, at the appraised value of $1,550,000.00.

Chairman Gerber opened the floor for discussion on the purchase of the buildings or a motion.

Commissioner Kevin J. Roberts stated he is the commissioner liaison to the Highlands Hospital District Board and listed the many roles he has played while serving Highlands County. He stated that Central Florida Health Care has expressed an interest in the Skipper property and HCA has no issue with this interest.

Commissioner Roberts stated the major decision is if the Hospital District Board wants Central Florida Health Care on the campus of HCA Florida Highlands Hospital, and if so, what are the conditions? Would they want to buy the property from the Skippers, or would they want to deal with Central Florida Health Care? Commissioner Roberts stated he respects the full authority of this Board and any decision they make.

Commissioner Arlene Tuck stated for the record she is the District 4 County Commissioner and liaison for the Veterans' Administration.

Commissioner Tuck stated she attended the Highlands County Hospital District Board meeting a couple weeks ago when there was a discussion regarding buying the Skippers' buildings and was also in attendance when Central Florida Health Care presented their program. She stated she was very impressed with the services provided by Central Florida Health Care and addressed her thoughts regarding healthcare in the county.

Commissioner Scott A. Kirouac stated for the record he is the District 3 County Commissioner and stated the comments he would be making were as an individual and not as his official position.

Commissioner Kirouac stated the hospital belongs to the county and feels the county should be able to decide where those funds are going and how they are used. He also stated the Hospital District Board is aware the county has put forth a proposed legislation to Representative Kaylee Tuck to change the current legislation, and will know more come July 1st, whether the proposed legislation becomes law, or if the Board of County Commission will choose to sell the hospital. Should the Commission move forward with selling the hospital, the current and proposed legislations delegate that some of the money should go towards indigent healthcare, which he feels is very important for the citizens in Highlands County.

Commissioner Kirouac addressed his thoughts and stated the Commission will be able to provide direction to the Hospital District Board once they see how the proposed legislation plays out.

Chairman Gerber opened the floor for public comment. Input was received by Mr. Bill Stephenson, Executive Director of Samaritan's Touch Care Center.

Chairman Gerber and District Board Attorney Bert J. Harris, III, addressed Mr. Stephenson's questions.

Mr. Roth stated the Board has a standing resolution from May 23, 1996 and read into the record a caption of the resolution and expressed his concerns.

Mr. Harris addressed Mr. Roth's concerns.

After listening to Commissioner Kirouac's comments and explanation of the proposed legislation, Mr. Divietro stated he would be much more inclined to see the county's direction and plan with the proceeds of the sale of the hospital.

Mr. Divietro made a motion that the Board table this discussion until after July. Ms. Wilson seconded the motion.

Mr. Johnson and Mr. Roth expressed their concerns.

Chairman Gerber stated there is a motion and a second on the floor, but questioned the legislation, as he has not seen it.

Commissioner Kirouac stated he will reach out to County administration staff and to Liz Barber, Legislative Affairs and Grant Coordinator, and request the Hospital District Board be provided with the current bill and to keep them abreast of the situation.

District Board Attorney Bert J. Harris, III, encouraged the Board not to table the matter and to move forward with a decision on whether or not they would like to purchase the property. If they decide not to purchase, then the Skippers can move forward with their sale.

Mr. Divietro amended his motion to reject the contract as it is presented. Ms. Wilson seconded the amended motion.

Chairman Gerber opened the floor for further discussion.

Attorney John K. McClure, representing the Skipper family, addressed the Hospital District Board and commented on the efforts of the Skipper family to be able to offer this property for sale. Mr. McClure stated he understands everyone's position, but should the Board not purchase the building, questioned if they would consider allowing the Skippers to close on the parking space area.

Mr. McClure and Mr. Harris addressed their concerns regarding the contract and concurred to ask the Board to move forward with a vote, noting that should the Board vote to decline the contract, then this item would be done. Mr. Harris requested the Board address the parking lot issue after the vote.

Upon roll call, all Members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**12. LEGAL COUNSEL**

In regards to the parking lot, Mr. Harris suggested the Board move forward with a motion to ask the HCA Florida Highlands Hospital to release it from the lease and move forward with the closing, as this Board has no interest.

Mr. Johnson made a motion as stated by District Board Attorney Bert J. Harris, III. Ms. Wilson seconded the motion.

Chairman Gerber requested a wording of the motion.

Mr. Harris worded the recommended motion into the record: The Highlands County Hospital District requests that HCA Florida Highlands Hospital, as tenant under the hospital lease, release the Skipper parking lot from the lease because they have no interest.

Upon roll call, all Members voted aye. The motion carried. ***See Highlands County Hospital District Minutes.***

**13. OTHER BUSINESS**

No additional business.

**14. ADJOURNMENT**

The meeting was adjourned at 2:38 p.m.

**REGULAR MEETING OF THE BOARD, MARCH 07, 2023**

**1.** The meeting was called to order at 9:05 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

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

**2. INVOCATION**
The meeting opened with a prayer led by Reverend Ronald De Genaro, Jr., with the St. John United Methodist Church.

**3. PLEDGE OF ALLEGIANCE**
The Pledge of Allegiance was led by Commissioner Chris Campbell.

**4. ANNOUNCEMENTS**
A townhall meeting of the Sun 'n Lake of Lake Placid Special Recreation District will be held at 440 S. Sun 'n Lake Blvd., Lake Placid, FL, on Wednesday, March 8, 2023, at 6:00 p.m.

A townhall meeting of the Placid Lakes Special Benefit District will be held at 2010 Placid Lakes Blvd., Lake Placid, FL, on Thursday, March 9, 2023, at 5:30 p.m.

A townhall meeting of the Highlands Park Estates Special Benefit District will be held at 16415 Deerglen Blvd., Lake Placid, FL, on Monday, March 13, 2023, at 5:30 p.m.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, March 14, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

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

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

**A. 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, recognized the Purchasing Team: Lori DeLoach, Purchasing Manager, Kimberly Middleton, Business Services Administrative Coordinator, and Adriana Mallen, Purchasing Temp.

Ms. Cannady presented and read the Proclamation recognizing the month of March 2023 as Highlands County Board of County Commissioners Purchasing Month into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing the month of March 2023, as Highlands

County Board of County Commissioners Purchasing Month. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 70 & SMB 151 Page 66.***

**B. Presentation of Employee of the Quarter for the 3rd Quarter of 2022.**

Laurie Hurner, County Administrator, and Clinton Howerton, Jr., County Engineer, presented a plaque to Carley Fitzgerald, GIS Manager, in recognition of being chosen as Employee of the Quarter for the 3rd Quarter of 2022. ***See SMB 151 Page 67.***

**C. County Administrator Laurie Hurner Presentation of Years of Service Awards.**

Laurie Hurner, County Administrator, and Clinton Howerton, Jr., County Engineer, presented an award certificate and pin to Demetria 'Dena' Peterson, Development Assistant to the County Engineer, for her 20 years of service to the county. ***See SMB 151 Page 68.***

**D. Presentation of Interim Financial Report of Key Operation Performance Measures for the 1st Quarter of Fiscal Year 2023 (as of December 31, 2022).**

Jackie Gabrus, Clerk of Court's Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2023 (as of December 31, 2022). ***See Clerk's Financial Reporting file.***

## 7. PUBLIC COMMENT

Mr. Tom Hicks with Tri-County Human Services, Inc., came before the Commission to present the services they offer regarding mental health needs in this community that has been impacted by Hurricane Ian. Mr. Hicks stated Tri-County Human Services, Inc. received funding from FEMA to come into this area and offer crisis counseling through Project Hope.

Commissioner Roberts expressed his gratitude to Mr. Hicks and Tri-County Human Services, Inc. for the services they provide.

County Administrator Laurie Hurner thanked Mr. Hicks and stated she will make sure to connect him with the Community Programs staff so they may be involved.

Ms. Tiffany Green with Hicoria Pines Homes, Inc., came before the Commission to gauge interest in hearing a presentation on affordable home ownership through USDA direct loans.

The Commission and County Administrator thanked Ms. Green and agreed to have Ms. Green and CEO Dean Wallace come back for a presentation on March 21, 2023.

Mr. Michael Zarzano, representing the Florida County Congress, came before the Commission to address his concerns regarding government integrity.

## 8. CONSENT AGENDA

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

Commissioner Tuck expressed her concerns with agenda item 8F. Chief E. Laney Stearns, Public Safety Director, and Laurie Hurner, County Administrator, addressed concerns raised by Commissioner Tuck.

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

A. **Request to accept a Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Award in the amount of $50,000.00 and adopt Resolution 22-23-42 for Budget Amendment 22-23-029.** *See Res. Book 34 Page 71, Florida DEO file & SMB 151 Page 69.*

B. **Request approval of Budget Amendment 22-23-058 for 1st quarter FY (fiscal year) 23 reemployment charges.** *See SMB 151 Page 70.*

C. **Request approval to send a letter of support to each member of the Highlands County Legislative Delegation in support of the Highlands County Library System's request for funding to Florida Public Libraries.** *See SMB 151 Page 71.*

D. **Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida, Inc. in the amount of $25,000 and adoption of Resolution 22-23-69 for Budget Amendment 22-23-057 to set up Project 22049 (Rural Toolkit Site Prep).** *See Res. Book 34 Page 72, Enterprise Florida, Inc. file & SMB 151 Page 72.*

E. **Request acceptance of the Peace River Center for Personal Development, Inc. Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2022 and 2021.** *See Peace River Center file.*

F. **Request approval of job description and pay grade change of the Fire Marshal to Division Chief-Fire Marshal.** *See SMB 151 Page 73.*

G. **Request approval to waive fees for the 2023 Kiwanis Aktion Softball Classic at the Highlands County Multi-Sports Complex.** *See SMB 151 Page 74.*

H. **Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2022.** *See Children's Advocacy Center file.*

I. **Request approval of Budget Amendment 22-23-059 to reimburse the Property Appraiser for vehicle damage due to Hurricane Ian and return excess funds to PGIT.** *See SMB 151 Page 75.*

J. **Request approval of Budget Amendment 22-23-061 for the additional electrical work needed to complete the HVAC system replacement at the Bert J. Harris, Jr. Agri-Civic Center.** *See SMB 151 Page 76.*

K. **Request approval of letters of support for an increase in the amount allocated to County Emergency Management Agencies through the State's Emergency Management Preparedness and Assistant Grant.** *See SMB 151 Page 77.*

L. **Request approval of the minutes from the February 7, 2023 Regular Meeting of the Board.** *See Clerk of Courts website.*

**9. COMMITTEE ASSIGNMENTS:**

A. **Request approval to appoint Kathy Main and Kristi Hahn as voting members of the Children's Services Council.**

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

Commissioner Roberts moved to approve the appointment of Kathy Main and Kristi Hahn as voting members of the

Children's Services Council. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 78.***

**10. PUBLIC HEARING**

No public hearings presented.

**11. ACTION AGENDA**

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

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

**A. Request adoption of Resolution 22-23-72 for Budget Amendment 22-23-060 to purchase a New TANA H555 Landfill Compactor and Hydraulic Cover Spray Unit for the Solid Waste Department.**

Clinton Howerton, Jr., County Engineer, Robert A. Diefendorf, Jr., Project Manager and Assistant to the County Engineer for Solid Waste, and Ronny G. Shumard, Landfill Operations/Solid Waste Manager, presented the request.

Mr. Howerton, Mr. Diefendorf, Mr. Shumard and County Administrator Laurie Hurner addressed questions and concerns raised by the Commission.

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

Commissioner Tuck moved approval to adopt Resolution 22-23-72 for Budget Amendment 22-23-060 to purchase a New TANA H555 Landfill Compactor and Hydraulic Cover Spray Unit for the Solid Waste Department from Fund 401 (Solid Waste) in the amount of $1,325,067.40. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 73, Solid Waste file & SMB 151 Page 79.***

**12. COUNTY ADMINISTRATOR & LEGAL**

**A. County Attorney Status Report.**

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of February 23, 2023 and stated there are no new claims. ***See SMB 151 Page 80.***

Ms. Sutphen announced Assistant County Attorney Matt Raulerson has accepted a position with Hendry County as the Hendry County Attorney and will be leaving his position with the Board on Friday, March 17, 2023. Ms. Sutphen stated they will be posting the position vacancy to hire a new assistant county attorney.

The Commission expressed their gratitude to Mr. Raulerson and wished him well.

Mr. Raulerson thanked the Commission, the County Attorney, and County Administrator for their leadership and guidance.

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

County Administrator Laurie Hurner presented the Commissioner's Priorities and Project Status Report as of February 22, 2023. ***See SMB 151 Page 81.***

Ms. Hurner congratulated Mr. Raulerson and wished him well on his new endeavor and stated he will be missed.

**13. COMMISSIONERS**

Commissioner Elwell congratulated Commissioner Roberts for being the 2X Slinky Champion.

Commissioner Kirouac commented on the recent fog and expressed concerns with those choosing to ride a bicycle on very foggy mornings.

Commissioner Roberts commented on the 10th Annual Chen Dental Golf Tournament, whose proceeds go towards Champion for Children Foundation's Lindsey's Wish, held last weekend and expressed his gratitude of others that share an outpouring of love and benevolence towards people who are hurting and going through difficulties.

Commissioner Roberts stated many were saddened by the loss of Mary Swaine and stated yesterday Bible Fellowship Church was filled by many who gathered together to honor Mrs. Swaine.

Commissioner Roberts announced the AmVets Post 21 is bringing back their cornhole tournament that kicks off on April 15, 2023 at the AmVets Post 21 on the corner of US Hwy 27 and Hammock Road. He stated many of the constitutional officers will be participating and encouraged everyone to attend.

Commissioner Campbell stated next week is Race Week and hopes everyone enjoys and stays safe.

Commissioner Kirouac stated he had expressed concerns with the County Administrator and Chief Stearns regarding the landfill and stated he is interested with the possibility of putting cameras on the hill at the landfill so 911 dispatch can monitor early detection.

**14. INFORMATIONAL**

A. **Correction of resolution number for P&Z 2118 due to scrivener's error in the recommended motion.** *See Res. Book 34 Page 66 (Res. No. 22-23-66) & SMB 151 Page 82 .*

B. **Correction of hearing date and future land use designation for CPA-22-610SS due to scrivener's error in the ordinance.** *See Ord. Book 20 (Ord. No. 22-23-12) & SMB 151 Page 83.*

C. **Board payables from February 21, 2023, to March 6, 2023.** *See Check Reports file.*

**15. ADJOURN**

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

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

The meeting was adjourned at 10:28 a.m.

**REGULAR MEETING OF THE BOARD, MARCH 21, 2023**

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

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

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

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

**3. PLEDGE OF ALLEGIANCE**
The Pledge of Allegiance was led by Ed Bates, US Army, past Commander, American Legion Post 74.

**4. ANNOUNCEMENTS**
The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, March 22, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

**5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**
Jerome Kaszubowski, Clerk of Courts, announced Highlands County received the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2021 and was awarded a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA).

Mr. Kaszubowski stated the GFOA has also given Highlands County the Popular Annual Financial Report Award for the fiscal year ended September 30, 2021, and said this is the 38th consecutive year the Clerk's Accounting Division has received the Certificate of Achievement for their Annual Comprehensive Financial Report and the 16th consecutive year they have received the Popular Annual Financial Report Award. ***See Clerk of Court's website.***

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

**A. Recognition of Promotions for FF/Medic Jarrod Akins to Lieutenant and FF/Medic Todd Barton to Battalion Chief.**
County Administrator Laurie Hurner and Chief E. Laney Stearns, Public Safety Director, recognized FF/Medic Jarrod Akins and FF/Medic Todd Barton on their promotions to lieutenant and battalion chief, respectively, while presenting them with their new helmet and badge for their families to pin. ***See SMB 151 Page 84.***

**B. Recognition of Retirement for Edgar Alido, Building Maintenance Specialist.**
County Administrator Laurie Hurner and Lance Marine, Parks & Facilities Director, recognized Edgar Alido, Building Maintenance Specialist, for his 22+ years of exceptional and dedicated service to the citizens of Highlands County and wished him well on his upcoming retirement. ***See SMB 151 Page 85.***

~~***C. Highlands County Economic Development Update to the Board of County Commissioners.***~~
~~Jeff King, Executive Manager of Business and Economic Development~~. *This item was postponed.* ***See SMB 151 Page 86.***

**D. Presentation on the Hicoria Pines Homes Affordable Housing Program.**

Dean Wallace, CEO of Hicoria Pines Homes, provided a brief presentation on the Hicoria Pines Homes Affordable Housing Program and addressed questions raised by Commissioner Roberts and Chairman Campbell. ***See SMB 151 Page 87.***

**7. PUBLIC COMMENT**

Carissa Marine, Champion for Children Foundation, and Shirley Johnson, Highlands County Sheriff's Office, came before the Commission to raise awareness of child abuse and neglect and stated the month of April is Child Abuse Prevention and Awareness month. They provided information regarding an upcoming event taking place on April 1, 2023, PinWheelz 4 Kidz Festival, 10:00 a.m. to 1:00 p.m., Downtown Sebring on the Circle, and on April 4, 2023, the Child Abuse Prevention kick-off on the courthouse lawn is at 8:00 a.m.

Commissioner Roberts expressed his gratitude to Ms. Marine and Ms. Johnson for bringing this to the Commission.

Allen Hyman came before the Commission to thank them for amending the ordinance on county parks to include the MSBU Districts such as Sun 'N Lakes of Lake Placid Recreational District, and to request consideration to further amend the ordinance to include restrictions from the parks for dogs and all-terrain vehicles (ATVs), which have been a concern of his and residents at their district's park.

Commissioner Roberts questioned the County Attorney if staff could work on this with Mr. Hyman. County Attorney Sherry G. Sutphen addressed Commissioner Roberts' questions and Mr. Hyman's concerns.

Cynthia Compton came before the Commission to comment on the safety of Highlands County.

Michael Zarzano came before the Commission to comment on the consent of the governed and provided copies to the Clerk to become part of the permanent record. ***See Citizens not on the Agenda file.***

Reverend George Miller came before the Commission to address comments raised by Mr. Zarzano.

Commissioner Elwell and Commissioner Roberts expressed their concerns with comments that were raised by the public.

**8. CONSENT AGENDA**

County Administrator Laurie Hurner requested item 8E be removed and brought back at a future meeting, and to move items 8M and 8P to the action agenda. Item 8M will become 11C, and item 8P will become item 11D.

Commissioner Roberts moved approval to accept the amended consent agenda that includes taking 8E out and moving 8M to 11C and 8P to 11D. Commissioner Tuck seconded the motion.

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

**A. Request approval to rename Bell Place to Ron Adams Place.** *See SMB 151 Page 88.*

**B. Request approval to rename the East-West portions of Wendy Lane and Courtney Lane to Darling Street.** *See SMB 151 Page 89.*

**C. Request approval of a new full-time position for Local Emergency Management and associated job description.** *See SMB 151 Page 90.*

**D. Request adoption of Resolution 22-23-75 for Budget Amendment 22-23-063 to appropriate Fund**

**Balance in the amount of $553.00 to be brought forward from FY 21/22 to FY 22/23 in order to make payments to record satisfactions of mortgages.** *See Res. Book 34 Page 74 & SMB 151 Page 91.*

**E.** ~~**Request adoption of Resolution 22-23-78 and approval of revisions to the Personnel Manual.**~~ *This item was removed from the agenda. See SMB 151 Page 92.*

**F. Request approval of the Florida Department of Agricultural and Consumer Services (FDACS) Florida Forest Service (FFS) wildfire hazard mitigation agreement for wildland vegetative fuel treatment at Grassy Lake Scrub.** *See FDACS file.*

**G. Request adoption of Resolution No. 22-23-74 for Budget Amendment 22-23-062 to purchase a new vehicle for the Health Department.** *See Res. Book 34 Page 75 & SMB 151 Page 93.*

**H. Request approval for Letters of Support for emergency funding due to Hurricane Ian for the local caladium growers.** *See SMB 151 Page 94.*

**I. Request adoption of Resolution 22-23-76 for Budget Amendment 22-23-064 to provide funding to replace the concrete driveway at Station 41 – Sun n Lake, Lake Placid Fire.** *See Res. Book 34 Page 76 & SMB 151 Page 95.*

**J. Request adoption of Resolution 22-23-77 for Budget Amendment 22-23-065 to remove excess budget due to reclassification of expenses into prior fiscal year.** *See Res. Book 34 Page 77 & SMB 151 Page 96.*

**K. Request approval to cancel two Board meeting dates, on July 6, 2023, and November 21, 2023, and reschedule them for Monday, July 3, 2023, and Tuesday, November 28, 2023, respectively.** *See SMB 151 Page 97.*

**L. Notification of an award from the Florida Department of Environmental Protection in the amount of $340,000 for a Resilient Florida Planning grant.** *See SMB 151 Page 98.*

**M.** ~~**Request approval of Amendment 1 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement.**~~ *This item was moved to the action agenda (11C).*

**N. Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended December 31, 2022.** *See SMB 151 Page 99.*

**O. Request approval of a five (5) year Sheriff grant application to be submitted to the E911 State Board for consideration of funding.** *See Sheriff's Office file.*

**P.** ~~**Creation of new Critical Infrastructure Division, and creation of three (3) associated positions.**~~ *This item was moved to the action agenda (11D).*

**9. COMMITTEE ASSIGNMENTS:**

**A. Request approval to appoint Belinda Decker as Retiree member to the Highlands County Insurance Committee.**

County Administrator Laurie Hurner presented the request.

Commissioner Kirouac moved to approve the appointment of Belinda Decker as Retiree member of the Highlands County Insurance Committee. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 100.***

**B. Request to appoint three (3) alternate voting members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).**

Leah Sauls, Development Services Director, presented the request.

Ms. Sauls and County Attorney Sherry G. Sutphen addressed questions raised by Commissioner Tuck and Commissioner Campbell.

Commissioner Kirouac moved to approve the appointment of Ms. Sara Pipal, Mr. Douglas Miller, Jr., and Mr. James Leonardo as alternate voting members of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission (P&Z). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 101.***

## 10. PUBLIC HEARING

**A. Public hearing to consider removal of the local historic designation of that property located at 6926 CR 17 South, Sebring, Florida identified as the Percefull (Barrow) House.**

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

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

Commissioner Roberts moved to approve and adopt by Ordinance 22-23-18, removing the local historic designation for that property located at 6926 CR 17 South, Sebring, Florida identified as the Percefull (Barrow) House. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & SMB 151 Page 102.***

**B. Public Hearing to consider approval of Pasco-Pinellas, Hillsborough Health System Inc. DBA AdventHealth Wesley Chapel EMS application for renewal of a Class 2 Basic Life Support Ambulance, and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.**

Chief E. Laney Stearns, Public Safety Director, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Chief Stearns read into the record the recommended motion.

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

Upon roll call, all Commissioner voted aye. The motion carried. ***See AdventHealth Wesley Chapel EMS file.***

**11. ACTION AGENDA**

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

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

**A. Presentation of recommendation from the Highlands County Future Growth Fund Committee and receive direction from the Board for moving forward.**

Leah Sauls, Development Services Director, and Clinton Howerton, Jr., County Engineer, provided a brief history of the Future Growth Fund Advisory Committee comprised of 7 members and provided a summary of what was discussed during their meetings and a breakdown of their meeting structure.

Mr. Howerton read into the record the recommended motion from the committee, which passed 6 in favor, 1 dissenting, and emphasized a portion of the motion that was very important to the committee.

The Commission expressed their concerns in great detail. Ms. Sauls, Mr. Howerton and County Attorney Sherry G. Sutphen addressed questions raised by the Commission.

Commissioner Kirouac provided a copy of his research on impact fees to the Clerk to become part of the permanent record. ***See SMB 151 Page 103A.***

Chairman Campbell opened the floor for public comment. Input was received by Steve Fruit, Susan Geitner, Ron Handley, Sara Pipal, Pam Fentress, and Tiffany Green. Mr. Fruit, on behalf of the Heartland Association of Realtors, Inc., read into the record a letter that was sent to the Commission and a copy was submitted to the Clerk to become part of the permanent record. ***See SMB 151 Page 103B.***

Commissioner Elwell moved approval to direct staff to obtain quote(s) to perform services by a qualified consulting firm, knowledgeable in application of impact fees and other public service needs, to perform a study of the County's funding needs, along with a recommendation; said study to include possible impact fees as well as other alternate options to fund the reported needs; and to prepare a budget amendment for consideration and present both to the HCBOCC for final approval. Commissioner Roberts seconded the motion with a request to amend the motion to include a new or inclusive study.

After further discussion, Commissioner Elwell amended his motion to direct staff to obtain quote(s) to perform services by a qualified consulting firm, knowledgeable in application of impact fees and other public service needs, to perform **a new or inclusive** study of the County's funding needs, along with a recommendation; said study to include possible impact fees as well as other alternate options to fund the reported needs; and to prepare a budget amendment for consideration and present both to the HCBOCC for final approval. Commissioner Roberts seconded the amended motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See SMB 151 Page 103.***

**Break: 11:41 a.m. to 11:47 a.m.**

**B. Request approval of the Amendment to the Contract for ITB 20-031 between Excavation Point, Inc. and Highlands County for Asphalt Resurfacing.**

Jonathan Harrison, Road & Bridge Director, presented the request and addressed questions raised by Commissioner Tuck.

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

Commissioner Tuck moved to approve the Amendment to the Contract for ITB 20-031 between Excavation Point, Inc. and Highlands County for Asphalt Resurfacing. Commissioner Kirouac seconded the motion.

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

C. **Request approval of Amendment 1 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement.** (Former 8M)

Liz Barber, Legislative Affairs & Grants Coordinator, and Dane Garlinghouse, Finance Director/Assistant General Manager, Sun 'n Lake of Sebring Improvement District, presented the request and addressed questions raised by Commissioner Roberts.

Commissioner Tuck expressed her concerns. Commissioner Kirouac addressed concerns raised by Commissioner Tuck.

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

Commissioner Kirouac moved approval of Amendment 1 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Sun 'n Lake of Sebring Improvement District file.***

Ms. Barber stated the Budget Amendments for the projects were not included in this request but will be forthcoming on another agenda item.

D. **Creation of new Critical Infrastructure Division, and creation of three (3) associated positions.** (Former 8P)

Laurie Hurner, County Administrator, presented the request to create a new division with the creation of three (3) associated positions and addressed questions raised by Commissioner Elwell.

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

Commissioner Elwell moved approval of the creation of the Critical Infrastructure Department with three (3) new positions as presented, and to appoint Clinton Howerton, Jr., P.E., CPM to the Critical Infrastructure Director, and promote JD Langford, Jr., P.E., from Assistant County Engineer to County Engineer. Commissioner Tuck seconded the motion.

After further discussion, Commissioner Elwell modified his motion to leave it after the appointment of Clinton Howerton, Jr., P.E., CPM to the Critical Infrastructure Director. Commissioner Tuck seconded the modified motion.

County Attorney Sherry G. Sutphen clarified the intended motion.

Commissioner Elwell amended his motion to move approval of the creation of the Critical Infrastructure Department with three (3) new positions as presented. Commissioner Tuck seconded the amended motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 104.***

## 12. COUNTY ADMINISTRATOR & LEGAL

### A. County Attorney Status Report.

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of March 8, 2023 and stated there is one new lawsuit that has been filed this week. ***See SMB 151 Page 105.***

Regarding public comment, Ms. Sutphen addressed the outburst that occurred today and the required provision of addresses, and addressed questions and concerns raised by the Commission.

Ms. Sutphen provided an update on the New York Avenue property and stated there will be a special Code Enforcement Board Meeting held on Friday, March 24, 2023, at 1:30 p.m., where they will be requesting a right to abate that will allow for boarding up the property to stop people from going into because it is unsafe.

Ms. Sutphen stated she will be bringing before the Commission a Nuisance Abatement Ordinance by way of a Statement of Legislative Intent and said this ordinance will enable the county to work more closely with the sheriff's office to abate these properties more positively and quicker in the future.

Ms. Sutphen stated there will be an agenda item coming before the Commission in a future meeting related to car titles.

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

County Administrator Laurie Hurner presented the Commissioner's Priorities and Project Status Report as of March 8, 2023. ***See SMB 151 Page 106.***

### C. Request appointment of Clinton Howerton, Jr., P.E., CPM as the Director of Critical Infrastructure.

### D. Request appointment of JD Langford, Jr., P.E., as County Engineer.

County Administrator Laurie Hurner presented the requests and from the Commission confirmation of Clinton Howerton, Jr., as the new Director of Critical Infrastructure for Highlands County and confirmation of JD Langford, Jr., as County Engineer.

Mr. Howerton and Mr. Langford expressed their appreciation of their new positions.

Commissioner Elwell moved to confirm Clinton Howerton, Jr., P.E., CPM to the Critical Infrastructure Director, and JD Langford, Jr., P.E., to County Engineer. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 107 & 108.***

## 13. COMMISSIONERS

Commissioner Elwell congratulated the Sebring International Raceway for an amazing 12 hours of Sebring and race week.

Commissioner Tuck commented on the Slinky Race contest they recently had and presented Commissioner Roberts with a slinky tie for winning two years in a row.

Commissioner Kirouac commented on the 12 hours of Sebring and the economic impact it provided for Highlands County.

Commissioner Roberts commented on the Road & Bridge fundraiser for United Way.

Commissioner Campbell expressed his apologies for those listening online or present in the auditorium for the public comment portion of today's meeting, stating it was disruptive to the meeting and said he will take necessary steps to correct these outbursts moving forward.

**14. INFORMATIONAL**

**A. Board payables from March 7, 2023 to March 20, 2023.** *See Check Reports file.*

**15. ADJOURN**

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

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

The meeting was adjourned at 12:42 p.m.

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Julie Richardson, Children's Advocacy Center Manager**

**SUBJECT/TITLE:** **Request adoption of resolution 22-23-79 for Budget Amendment 22-23-068 to allocate the Children's Advocacy Center's Hospital District Board grant for FY 22/23.**

---

## STATEMENT OF ISSUE

The Children's Advocacy Center annually applies for funds from the Hospital District Board for mental health and medical services to CAC clients. These funds are used to pay 25% of the salary of the Licensed Mental Health Counselor, and 44.44% of medical services for victims of crime.

## RECOMMENDED ACTION

**Move to adopt resolution 22-23-79 for Budget Amendment 22-23-068 to allocate the Children's Advocacy Center's Hospital District Board grant for FY 22/23.**

## FISCAL IMPACT

There is no fiscal impact to Fund 155 (Hospital District) or the overall budget. This budget amendment is merely moving the adopted budgeted funds into Project 22050 (Hospital Dist. Board FY 22/23) and appropriating the funds in Cost Center 1155 (Hospital District).

Attachments: 22-23-068 Project 22050 Hospital District Board (BA).pdf
22-23-068R Project 22050 Hospital District Board (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 6, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS



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

DATE: **3/6/2023** SUBMITTED BY: **Julie Richardson**

FUND(S): **155** FUND TITLE(S): **Hospital District** COST CENTER(S) #: **1155**

PROJECT(S) #: **22050** PROJECT TITLE(S): **Hospital District Board 22/23** COST CENTER TITLE(S): **Hospital District**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 155 | | 3999110Z | Contributions & Donations | | 260,000.00 | | 38,000.00 | 222,000.00 |
| E | 155 | 1155 | 58100 | Project Contractual Services | | 88,000.00 | | 38,000.00 | 50,000.00 |
| R | 155 | | 3999110Z | Project Donations/ Contributions | 22050 | 0.00 | 38,000.00 | | 38,000.00 |
| E | 155 | 1155 | 53400Z | Project Contractual Services | 22050 | 0.00 | 9,000.00 | | 9,000.00 |
| E | 155 | 1155 | 51200Z | Project Regular Salaries | 22050 | 0.00 | 21,000.00 | | 21,000.00 |
| E | 155 | 1155 | 52100Z | Project FICA Taxes | 22050 | 0.00 | 1,500.00 | | 1,500.00 |
| E | 155 | 1155 | 52200Z | Project Retirement Cont | 22050 | 0.00 | 1,000.00 | | 1,000.00 |

REASON: **To allocate Hospital District funds into Project 22050 to provide mental health and medical services to Children's Advocacy Center Clients.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-068**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

**TRANSFER TYPE:**

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

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

## BOARD OF COUNTY COMMISSIONERS



### BUDGET AMENDMENTS

**REQUEST NUMBER** 22-23-068

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| E | 155 | 1155 | 52300Z | Project Life and Health Ins | 22050 | 0.00 | 2,000.00 | | 2,000.00 |
| E | 155 | 1155 | 52400Z | Project Workers Comp | 22050 | 0.00 | 100.00 | | 100.00 |
| E | 155 | 1155 | 55100Z | Project Office Supplies | 22050 | - | 1,700.00 | | 1,700.00 |
| E | 155 | 1155 | 55200Z | Project Operating Supplies | 22050 | - | 1,700.00 | | 1,700.00 |
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Form Revised 10/11/2010

**RESOLUTION NO. 22-23-79**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-068 TO THE HOSPITAL DISTRICT 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 Hospital District Fund.

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

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

**SECTION 2.** **Approval of Budget Amendment.** Budget Amendment 22-23-068 is hereby approved and authorized to add an additional allocation in grant funds that has been allotted to Project 22050 Hospital District Board 22/23 in the amount of $38,000.00.

**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 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Jonathan Harrison, Road & Bridge Director** |
| **SUBJECT/TITLE:** | **Request approval of Consultant Services Agreement (CSA) #1 with Parlier+Crews Architects and Design Studio P.A. for the Engineering Design and Construction Support Services for Road & Bridge Main Facility Expansion-Project #22030.** |

---

## STATEMENT OF ISSUE

Fiscal Year 22/23 is the first of three years of funding approved for the remodeling and expansion of the Road & Bridge Main Facility. A proposal was submitted by Parlier+Crews Architects and Design Studio P.A. for the design and construction support of this project. The purpose of this project is to add additional office square footage, remodel portions of the existing structure, and implement an adjacent parking lot for the facility. This aspect of the project will take place over 1 year time that the sufficient plans and approvals are in place when construction dollars are made available.

## RECOMMENDED ACTION

**Move to approve Consultant Services Agreement (CSA) #1 (Number One) with Parlier+Crews Architects and Design Studio P.A. for the Engineering Design and Construction Support Services for Road & Bridge Main Facility Expansion-Project #22030.**

## FISCAL IMPACT

There is no fiscal impact as this project is budgeted with the FY 22/23 Adopted Budget.

Attachments: 20-024 Parlier Crews CSA 1 RB Main v4-5-2023 board.pdf

# HIGHLANDS COUNTY, FLORIDA
# AUTHORIZATION FORM

| Select One of the following | |
|---|---|
| ☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000) | # |
| ☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000) | **#1** |

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and **Parlier+Crews Architects and Design Studio P.A.** (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

**Project Amount:**
$137,000

**Budget Account Number:**
4102A/56200Z/Project #22030

**RFP#**
**20-024 Category 1 Architecture**

**Master Contract Date:**
**03/02/2021**

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

## SUMMARY OF WORK TO BE COMPLETED

***Each Task Authorization package must include:***

☒ **Exhibit A** – Scope of Work
☐ **Exhibit C** – Sub-Consultants **N/A**
☒ **Exhibit B** – Compensation
☒ **Exhibit D** – Plans/Drawings/Survey

## DEPARTMENT APPROVAL

| **Recommended by** | **Reviewed by** |
|---|---|
| **Print Name: Jonathan Harrison, Road & Bridge Director** | **Print Name: Jonathan Harrison, Road & Bridge Director** |
| X Jonathan Harrison 4/5/2023 | X Jonathan Harrison 4/5/2023 |
| **1. Project Manager Signature Date** | **2. Director or Designee Signature Date** |

## CONSULTANT ACCEPTANCE

| **Consultant's Designated Agent** | **Consultant Project Manager:** |
|---|---|
| **Print Name: Scott C. Crews, AIA** | **Print Name:** Scott C. Crews, AIA |
| X Scott C Crews Digitally signed by Scott C Crews Date: 2023.04.05 15:21:15 -04'00' April 5, 2023 | |
| **3. Consultant Signature Date** | |

## PURCHASING REVIEW

| **Purchasing Manager or Designee** |
|---|
| **Print Name: Lori K. DeLoach, Purchasing Manager** |
| X Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2023.04.05 16:27:56 -04'00' |
| **4. Purchasing Manager or Designee Signature Date** |

## LEGAL REVIEW

| **County Attorney or Designee** |
|---|
| **Print Name: Sherry Sutphen, County Attorney** |
| X Chantel Brutus 4/6/2023 |
| **5. County Attorney or Designee Signature Date** |

## COUNTY APPROVAL

| **County Administrator or Designee** (under $50,000) | **Board Chair** (over $50,000) |
|---|---|
| **Print Name: Laurie A. Hurner, County Administrator** | **Print Name: Chris Campbell, Chair** |
| X to be executed by board Chair | X |
| **6. County Administrator or Designee Signature Date** | **7. Board Chair or Designee Signature Date** |

**Exhibit "A"**
**Scope of Work**

**Project: Road & Bridge Main Building Expansion**

**Summary**: The design shall be based on the concept sketch reviewed and discussed February 22, 2023. Preliminarily, the project shall consist of adding an additional 4,000 – 4,500 square feet of office space to the existing Road and Bridge Facility plus remodeling of a minor portion of the existing structure. Conceptually, the addition shall include Lobby, Twelve (12) Offices, Large Conference, Central Copy/Filing, and Public Accessible Restrooms. The outside perimeter of the Existing Building would be utilized, remaining active with Two (2) Offices, Bathroom/Shower Area, Small Conference and Break Room. Coordination with the proposed Addition may alter and promote better efficiency of the existing functions during the design process.

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

**TASK 1. DOCUMENTATION/SCHEMATICS**

- Obtain any documents regarding the existing building layout.
- Investigate and Field Measure existing conditions, locating existing elements that may affect the remodel/addition, i.e., electrical, plumbing, roof drainage, fenestrations, structural components, etc.
- Draft/Generate the floor plan and field conditions documented and incorporate into our electronic system. The more accurate the document, the fewer "surprises" occur during actual construction.
- Obtain necessary site information, i.e., Survey and Geo-Tech information from the Owner, and coordinate with the Project Civil Engineer, as needed.
- Coordinate with the Owner's Program defining the spaces required for the function desired.
- Review applicable codes and regulations.
- Provide initial Floor Plan layout delineating areas required, function of adjacent spaces, and general circulation.
- Receive Engineers preliminary recommendations for systems, grading, etc.
- Complete Schematic Design documents inclusive of Floor Plans and exterior elevations for Owner review.

  **Deliverables**

  - Provide the floor plan and field conditions documented and incorporate into our electronic system.
  - Obtain necessary site information, i.e., Survey and Geo-Tech information from the Owner, and coordinate with the Project Civil Engineer, as needed.
  - Provide initial Floor Plan layout delineating areas required, function of adjacent spaces, and general circulation.
  - Provide Engineers preliminary recommendations for systems, grading, etc.
  - Provide Complete Schematic Design documents inclusive of Floor Plans and exterior elevations for Owner review.

**TASK 2: ARCHITECTURAL DESIGN DEVELOPMENT**

- Set forth objectives, schedule, constraints, and criteria, including flexibility, expandability, special equipment, special systems, and general site requirements.
- Review applicable codes and regulations as required by local regulatory agencies. Incorporate revisions to meet any code or regulation revision.
- Finalize the approved space layout with furniture and equipment placement in the floor plan to assure functional requirements. Included are doors, final window placement, and special function layouts.
- Finalize the approved exterior elevations indicating materials, fenestrations, and structural components.
- Provide a Finish Schedule of each room indicating the type of floor, wall and ceiling to be used.
- Develop preliminary interior elevation studies defining special elements.
- Obtain tentative approval from regulatory agencies (Building Department, Fire Marshal, Health Department, etc.) and identify any special requirements, i.e., technology, communications etc.
- Review production schedule.

**Deliverables**

- Provide the finalized approved space layout with furniture and equipment placement in the floor plan.
- Provide a Finish Schedule of each room indicating the type of floor, wall and ceiling to be used.
- Develop preliminary interior elevation studies defining special elements.
- Provide tentative approval from regulatory agencies (Building Department, Fire Marshal, Health Department, etc.)

**TASK 3: ARCHITECTURAL CONSTRUCTION DOCUMENTS**

- Prepare Architectural Construction Permit Drawings based on the approved Design Development documents. These documents would include:
    - Floor Plan properly dimensioned locating interior partitions and defining wall materials and thicknesses. Doors and windows are located based on the approved Design Development Documents.
    - Finish, Door and Window Schedules. Door Hardware is specified.
    - Dimensioned exterior elevations defining roof material, window material and type, door material and type an additional elements such as railings, trim, etc.
    - Interior elevations of significant areas that require definition of materials and installation, i.e., shelving, countertops, cabinets, mirrors, grab bars, lockers, etc.
    - Assistance with interior and exterior Color and Material selections.
    - Typical wall section detailing the type and technique of construction with proper anchorage and tie-downs.
    - Construction details as required for competitive sub-bids to assure Sub-Contractors are bidding “oranges-to-oranges.”
    - Develop Construction Outline Specification on Drawings to define the quality of materials to be used assuring compliance with the quality defined and required by the Owner.
- Sign and seal Architectural Drawings for permit application.

- Assist in obtaining bids for construction by answering questions and preparing necessary addenda to clarify the bid documents.

**Deliverables**

- Provide Architectural Construction Permit Drawings based on the approved Design Development documents.
- Provide assistance with interior and exterior Color and Material selections.
- Provide construction details as required for competitive sub-bids to assure Sub-Contractors are properly bidding.
- Provide Construction Outline Specification & Drawings to defining the required construction material quality.
- Provide signed and sealed Architectural Drawings for permit application.
- Provide assistance during the solicitation process for construction.
- Provide necessary addenda to clarify the bid documents.

**TASK 4: STRUCTURAL DESIGN**

- Recommend location of boreholes for the purpose of an Owner authorized geotechnical investigation. Geotechnical Investigation/Report is not included in this proposal.
- Review the geotechnical report of the purpose of establishing foundation design criteria.
- Prepare construction documents including the following:
    - Foundation Plan based on a shallow spread foundation system, slab on grade, and/or column footings, as required.
    - Floor, Roof, and Wall Framing Design based on the current edition of the Florida Building Code (FBC) loading criteria.
    - Lateral loading design based on FBC wind loading and provided by a shear wall system.
- Sign and seal construction drawings, for permit application.
- Modify construction drawings, as required, to resolve plans review comments.

*Note: If a pre-engineered building is to be utilized, Building to be designed and sealed by the manufacturer's Florida Registered Engineer, per standard practice*.

**Deliverables**

• Provide recommended location of boreholes at Owner's request
• Review the Owner requested geotechnical report and provide comments/recommendations, (if necessary and required by Owner.)
• Prepare all construction documents and provide to Owner for review.
• Provide signed and sealed construction drawings, for permit application.
• Provide modified construction drawings per plans review comments.

**TASK 5: MECHANICAL / ELECTRICAL / PLUMBING / FIRE PROTECTION DESIGN & DOCUMENTS**

- Preliminary designs of direct expansion split system air conditioning, building ventilation, specialized exhaust systems, and plumbing systems for review.
- Coordinate existing site services with building plumbing requirements, as required.
- Prepare load calculations and design split system air condition systems complete with air distribution designs.
- Production and certification of the Florida Energy Code Compliance Form.
- Design water, waste, and vent systems with fixture selections.
- Prepare Construction Documents for HVAC and plumbing systems.

- A “performance” type Fire Protection Design consisting of notes, details, and a sprinkler layout will be provided. Hydraulic calculations and installation documents will be submitted by the installing contractor for review, per standard practice.
- Prepare energy calculations for permit application.
- Preliminary electrical designs and lighting fixture selections for review based on layout as reviewed by Owner.
- Electrical power, fire alarm, general, emergency lighting and emergency backup generator design.
- Coordinate phone, security, data and sound systems layout as provided by Owner. Cabling design provided by Owner’s representative, per standard practice.
- Prepare Construction Drawings and specifications for all power, lighting, fire alarm, and empty conduit systems.
- Modify Construction Documents, as required, to rectify any items identified during the plans review process (Mechanical/Electrical/Plumbing).
- Sign and seal Construction Drawings for permit application (Mechanical / Electrical / Plumbing).
- Prepare addenda as necessary to clarify documents.

**Deliverables**

- Prepare and provide construction Documents for HVAC and plumbing systems.
- Provide a “performance” type Fire Protection Design consisting of notes, details, and a sprinkler layout.
- Provide preliminary electrical designs and lighting fixture selections for review based on layout as reviewed by Owner.
- Provide preliminary electrical power, fire alarm, general, emergency lighting and emergency backup generator design.
- Prepare and provide Construction Drawings and specifications for all power, lighting, fire alarm, and empty conduit systems.
- Provide modified Construction Documents, as required, per any plans review changes.
- Provide signed and sealed Construction Drawings for permit application (Mechanical / Electrical / Plumbing).
- Prepare and provide addenda as necessary to clarify documents.

**TASK 6: CIVIL DESIGN (As Required)**

- Utilize boundary and topographic survey information prepared and provided by Owner.
- Using the survey information, a preliminary site layout plan will be prepared illustrating the building, parking spaces, access drive(s) and drainage features.
- Review with Owner and changes, as required, prior to developing detailed Construction Documents.
- Preparation of detailed Site related Construction Drawings suitable to obtain all necessary permits and suitable to bid and construct the proposed project.
- Coordinate with the Permitting Agencies and Utility Service Providers, as required.
- Sign and Seal Construction Documents, for permit application.
- Civil Shop Drawing Reviews, Site Visits for pay request reviews and response to RFI construction related questions.
- Project close-out and as-built certifications for the Owner, SWFWMD, etc., as necessary.
- All permit fees shall be reimbursed by Owner from the “Undefined Additional Services & Reimbursable Allowance” at cost, no markup, as defined under the FEES section of the Master

Agreement.

**Deliverables**

- Provide a preliminary site layout plan based upon survey information illustrating the building, parking spaces, access drive(s) and drainage features.
- Review site layout with Owner and administer necessary changes, as required.
- Prepare and provide detailed Site related Construction Drawings suitable to obtain all necessary permits and suitable to bid and construct the proposed project.
- Provide Signed and Sealed Construction Documents, for permit application.
- Provide project close-out information and as-built certifications for the Owner, SWFWMD, etc., as necessary.

**TASK 7: CONSTRUCTION CONTRACT ADMINISTRATION (Maximum 8 months)**

- Assist in conducting a pre-construction conference.
- Conduct regularly scheduled on-site meetings (one day per week, minimum) to facilitate the construction process.
- Interpret project documents thus answering questions, responding to Request For Information (RFIs) from the field, and documenting same by issuing Architect's Supervision Report.
- Review all shop drawings and project material samples submitted by the General Contractor/Construction Manager. Coordinate all material/color selections.
- Review the monthly Request for Payment and make recommendations to Owner the amount of payment based on construction work completed during that time period.
- Assist with project closeout. This shall include participation in a final inspection, additions to Contractor's Punch List, Substantial Completion documentation, and final payment request review.

**Deliverables**

- Provide a consultant to conduct regularly scheduled on-site meetings (one day per week, minimum) to facilitate the construction process.
- Provide/Issue Architect's Supervision Report.
- Review and provide oversight on all shop drawings and project material samples submitted by the General Contractor/Construction Manager.
- Provide review for all monthly Requests for Payment.
- Provide a consultant to assist with project closeout.
- Provide final "as-built" detailed drawings in printed and electronic format.

**PERIOD OF SERVICES:**

Upon receipt of a duly executed copy of this Authorization Form and a Purchase Order, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within five-hundred forty (540) calendar days from the Purchase Order date.

- Documentation/Schematic Design 45 days
- Design Development 75 days
- Construction Documents 90 days
- Bidding and Permitting 60 days
- Substantial Construction Completion 240 days
- Final Punch List Completion/Close-out 30 days

**Exhibit "B"**
**Compensation**

| Road & Bridge Main Building Expansion | | |
|---|---|---|
| **TASK** | **DESCRIPTION** | **FEE** |
| 1 | Documentation/Schematics | $20,250.00 |
| 2 | Architectural Design Development | $21,250.00 |
| 3-6 | Construction Documents | $68,500.00 |
| 7 | Bid and Construction Contract Administration (invoiced monthly as a percentage of construction completion) | $27,000.00 |
| **FIXED FEE (Including Reimbursable Expenses)** | | **$137,000.00** |

**Remainder of page intentionally left blank.**

**Exhibit "C"**
**Sub-Consultants**
N/A

**EXHIBIT "D"**
**Plans/Drawings**

Plans being generated as part of scope of work (See Exhibit "A")

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

**DATE OF ACTION REQUEST: Apr 18, 2023**

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

**SUBJECT/TITLE:** **Request approval to waive the Landfill Tipping Fees the Leisure Lakes Civic Association community clean up.**

---

## STATEMENT OF ISSUE

In celebration of Earth Day Leisure Lakes Civic Association is requesting that the board waive the landfill tipping fee for waste collected during the Leisure Lakes Clean-up scheduled for Saturday April 22, 2023, and Sunday, April 23, 2023. The waste will be hauled to the landfill by the Association starting, Saturday April 22, 2023, until completed by mid-week, the week of April 24, 2023

## RECOMMENDED ACTION

**Move to approve waiving the Landfill tipping fee for the Leisure Lakes Civic Association community clean up.**

## FISCAL IMPACT

Landfill staff estimates that The Leisure Lakes Civic Association will haul an estimated (8) tons of Class 1 waste at a cost of $45.00 per ton for a total of $360.00 to be waived. The figures are an estimate based upon similar events. This is the first cleanup for this association.

Attachments: email - Leisure Lakes Civic Assoc.pdf

**From:** mikesorenson@mkbsc.com
**To:** Hestand, Rhonda S.; SolidWaste; Tuck, Arlene J.
**Subject:** RE: per discussion with Rhonda---waive tipping fees for community trash pick up March 4th, 2023
**Date:** Monday, April 3, 2023 1:41:01 PM
**Attachments:** image001.png

[**CAUTION:** External Message*]

Arlene and Rhonda, I think this will even work better for all concerned!

To celebrate Earth Day, the Leisure Lakes Civic Association elected to have our big area trash pick up on April 22nd and 23rd.
Partnering with Lake June Pontoons and with the support of many local contractors and businesses, and including Sherriff Blackman's department, we plan on having a collection point just west of the current LL Fire Station on the property where to old Fire Hall was located.
Our organization would appreciate having tipping fees waived on loads taken to the dump by our volunteers on the 22nd of April and running thru the first part of the next week, as the dump is closed on Sunday.
We will have flyers and advertising, as well as support from the News Sun reporter, Sherriff Blackman, and many local businesses providing prizes and manpower. This has turned out to be a great opportunity that a March date could not have provided, and the turn out and interest has been very gratifying.
Mike Sorenson, President, Leisure Lakes Civic Association
863-243-3440
mikesorenson@mkbsc.com

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**From:** Hestand, Rhonda S. <rshestand@highlandsfl.gov>
**Sent:** Thursday, February 16, 2023 10:50 AM
**To:** mikesorenson@mkbsc.com; SolidWaste <solidwaste@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
**Subject:** RE: per discussion with Rhonda---waive tipping fees for community trash pick up March 4th, 2023

Good morning, Mr. Sorenson,

Please accept my sincere apology for the delay. There was a change to my email, everything was lost and I failed to process your request. Because of this, we will not be able to request board approval till the March 7th Board meeting.

Please select a new date for the event, let me know and I will get it on the agenda.

Should you have any questions or need additional information, please call me at the number listed below.

Again, I am sorry,

*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

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**From:** mikesorenson@mkbsc.com <mikesorenson@mkbsc.com>
**Sent:** Thursday, February 16, 2023 9:32 AM
**To:** SolidWaste <solidwaste@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
**Subject:** FW: per discussion with Rhonda---waive tipping fees for community trash pick up March 4th, 2023

[**CAUTION:** External Message*]

I have not heard back from your department since I sent this letter on Jan.20th. Please advise me whether or not tipping fees can be waived for our event. Because it has been so long, we may have to move the March date for the event to the end of the month, or have a smaller event due to the time it takes to organize.

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**From:** mikesorenson@mkbsc.com <mikesorenson@mkbsc.com>
**Sent:** Friday, January 20, 2023 10:21 AM
**To:** solidwaste@highlandsfl.gov
**Cc:** mikesorenson@mkbsc.com
**Subject:** per discussion with Rhonda---waive tipping fees for community trash pick up March 4th, 2023

The greater Leisure lakes Civic Association is planning another large road right of way cleanup in the Leisure lakes area north of Lake June in the county. We have done this before , and have residents and businesses ready to assist in the cleanup. We plan to stage our pickup area next to the volunteer fire station, and then use local business trailers to haul recovered trash to the landfill. After the storms this

summer, we have lots of debris that needs to be cleaned up. The branches are gone, but other detritus is still there.

As this is a community effort and involves picking up trash along the road and on public and private land, we ask that tipping fees be waived on the loads we deliver to the landfill. We plan to have the pick scheduled to start on March 4th, and have all trash delivered to the landfill within the next few days.

Best regards,

Mike Sorenson, President, 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**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: Apr 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Corey Amundsen, Emergency Management Manager** |
| **SUBJECT/TITLE:** | **Request adoption of Resolution 22-23-90 for Budget Amendment 22-23-074 to realign funding in the amount of $15,042.00 for purchases to upgrade equipment in the Emergency Operations Center.** |

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## STATEMENT OF ISSUE

These funds will be used to upgrade equipment in the Emergency Operations Center to replace aging equipment.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-90 for Budget Amendment 22-23-074 to realign funding in the amount of $15,042.00 for purchases to upgrade equipment in the Emergency Operations Center.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: 22-23-074 EOC Realignment.pdf
22-23-074R EOC Realignment.pdf

REVIEWED
O.M.B DEPARTMENT
April 6, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **04.03.23** SUBMITTED BY: **C. Amundsen**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Emergency Management**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| **E** | **005** | **3991** | **51200** | **Regular Salaries & Wages** | | **206,658.00** | | **15,042.00** | **191,616.00** |
| **E** | **005** | **3991** | **55200** | **Operating Supplies** | | **15,457.76** | **15,042.00** | | **30,499.76** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |

REASON: **To allocate fund for approved purchases to update EOC kitchen, laundry and lettering on EOC trailer.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-074**

ACTION:

| | | | | |
|---|---|---|---|---|
| Board | ____ | Approved | ____ | Denied |
| County Administrator | ____ | Approved | ____ | Denied |

SIGNATURE: _____

DATE: ____ / ____ / ____

**TRANSFER TYPE:**

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

Signature: _____ Posted by Clerk: _____

**Form Revised 08/05/2020**

**RESOLUTION NO. 22-23-90**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-074 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 22-23-074 is hereby approved and authorized to realign funding in the amount of $15,042.00 for purchases to upgrade the Emergency Operations Center.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

**DATE OF ACTION REQUEST: Apr 18, 2023**

**PRESENTER:** **Paul Blackman, Sheriff**

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-92 for Budget Amendment 22-23-076 to set up Project 22055 funds for the Bullet Proof Vest (BPV) grant program for the Sheriff within the General Fund.**

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## STATEMENT OF ISSUE

Highlands County has been awarded $9,887.50 from the Florida Sheriff's Association Bullet Proof Vest Grant Program. This project requires a 50% match which will be absorbed within the Sheriff's FY 22/23 adopted budget. The remaining 50% is offset by incoming revenue for the project reimbursement.

## RECOMMENDED ACTION

**Move to Adopt Resolution 22-23-92 for Budget Amendment 22-23-076 to set up Project 22055 funds for the Bullet Proof Vest (BPV) grant program for the Sheriff within the General Fund.**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $9,887.50; these funds will be received from a donation from the Florida Sheriff's Association.

Attachments: 22-23-076 Project 22055 BPV 22-23 (BA).pdf
22-23-076R Project 22055 BPV 22-23 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 10, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/5/2023** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: **22055** PROJECT TITLE(S): **BPV FY22-23** 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** | | **3661000Z** | **Proj Donations/ Contributions** | **22055** | **0.00** | **9,887.50** | | **9,887.50** |
| **E** | **005** | **3101** | **53001Z** | **Project Operating Expense-Elected** | **22055** | **0.00** | **9,887.50** | | **9,887.50** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |

REASON: **To setup project funds for Bullet Proof Vests FY22/23 (22055) awarded by the Florida Sheriff's Association on 01/20/23.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-076**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

**TRANSFER TYPE:**

_____ ITEM TO ITEM
_____ RESERVE
**XX** BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Posted by Clerk: _____

**Form Revised 08/05/2020**

**RESOLUTION NO. 22-23-92**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-076 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 22-23-076 is hereby approved and authorized to set up and appropriate funding in the amount of $9,887.50, for project #22055 BPV 22-23 to be received from the Florida Sheriffs Association.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Sergio Garcia, Planner I**

**SUBJECT/TITLE:** **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-615SS, for three parcels totaling an approximate 32.98 acres, from Agriculture (AG) to Medium Density Residential (RM).**

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## STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for three parcels totaling an approximate 32.98 acres to change the Future Land Use Map from Agriculture (AG) to Medium Density Residential (RM). The parcels contain a citrus grove. The Applicant is proposing to utilize the property for a future mobile home park.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2122.

The Planning and Zoning Commission recommended approval of CPA-23-615SS as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Ordinance 22-23-20, CPA-23-615SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 32.98 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-615SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-615SS for BCC Center Ridge Caretaking, Desoto MHP.pdf
Application CPA-23-615SS Center Ridge Caretaking, Desoto MHP.pdf
Ordinance CPA-23-615SS Center Ridge Caretaking, Desoto MHP.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Small Scale Comprehensive Plan Amendment | **BCC Hearing Date:** 4/18/2023 |
| **Case Number:** CPA-23-615SS | **Case Name:** Center Ridge Caretaking, Inc. Desoto Mobile Home Park |
| **Agent:** Rick Whidden | **Property Owners:** Center Ridge Caretaking, Inc. |
| **Public Hearing:** BCC | **Case Staff Member:** Sergio Garcia |

Request: Change the Future Land Use Map (FLUM) for an approximate 32.98-acres, from Agriculture (AG) to Medium Density Residential (RM)

General Location: Three (3) parcels totaling an approximate 32.98 acres, located in the Lake View Park Tract subdivision, on the southeast corner of the intersection of Desoto City Road and Peters Road, approximately 0.35 miles west of Kenilworth Boulevard, 1.02 miles east of Sebring Parkway, and 1.51 miles northeast of US 27 S; the addresses being 2701 Peters Road, 3020 Desoto City Road, and 3040 Desoto City Road, Sebring

PARCEL ID: C-34-34-29-020-0460-0000
C-34-34-29-020-0470-0000
C-34-34-29-020-0480-0000

**Staff Recommendations and Minutes:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-20, CPA-23-615SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 32.98 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-615SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-615SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 32.98 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-615SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by the law.

3. **Excerpt from the March 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-23-615SS - CENTER RIDGE CARETAKING, INC., C/O RICK WHIDDEN</u>** Three (3) parcels totaling an approximate 32.98 acres, located in the Lake View Park Tract subdivision, on the southeast corner of the intersection of Desoto City Road and Peters Road, approximately 0.35 miles west of Kenilworth Boulevard, 1.02 miles east of Sebring Parkway, and 1.51 miles northeast of US 27 S; the addresses being 2701 Peters Road, 3020 Desoto City Road, and 3040 Desoto City Road, Sebring; and legally described as follows: the west 265.56 feet of Farm Lot 45, and all of Farm Lots 46, 47, and 48, all less road right-of-way, Lake View Park Tract, in Section 34, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and in Transcript Book, Page 106-A of the Public Records of Highlands County, Florida.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to change the future land use map designation from Agriculture (AG) to Medium Density Residential (RM). Mr. Roberts read the request and Mr. Garcia and Mr. Whidden presented the request. There were no letters received, and no one spoke in favor of or against the request.

   Motion by Mrs. Ezell and seconded by Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-615SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 32.98 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-615SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 5-0"**

**<u>Supplemental Material/Issue Analysis Report:</u>**

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of three parcels totaling an approximate 32.98 acres, from AG to RM.

   The three parcels currently operate as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

   There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2122.

**2. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Grove | AG | AU |
| Adjacent Property to the North | Grove | AG | AU |
| Adjacent Property to the South | Grove | AG | AU |
| Adjacent Property to the East | Grove | AG | AU |
| Adjacent Property to the West | Grove (future planned Mobile Home Park) & Single-Family Residences | RM | M-2 & R-1 |

**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.3, Medium Density Residential (RM).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

**4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:**

**Future Land Use Element**

**Objective 1: Growth Management Strategy:**

**Policy 1.1, General Growth Management Strategy:**

*A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*

*A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;*

*B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the*

*communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.*

**Infrastructure Element**

**Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:**

**Policy 6.5, Mandatory Connection to Central Water System:**

*A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.*

*B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:*

*1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:*

*a. Connect to an existing system.*

**Department Comments and Analysis of Petitioner's Proposal:**

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the Applicant shall undergo the development review process and additional requirements may be identified at that time.

**Natural Resources:** No comment on this request. This request occurs in an existing grove with no natural habitat remaining.

**Florida Department of Health:** No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, School Board of Highlands County, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 110 and 120 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

**B. Land Use Analysis:**

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The three parcels currently carry a potential population yield of 13 persons; 32.98 ÷ 5 acres = 6.59 dwelling units; 6 dwelling units x 2.25 persons = 13.5 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 8 dwelling units per acre and carries a potential population yield of 591 persons; 32.98 acres x 8 dwelling units = 263.84 dwelling units; 263 dwelling units x 2.25 person = 591.75.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road and Peters Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F. Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

**G. Airports:** The subject property is located approximately 10.2 miles southeast of the Avon Park Executive Airport and 3.8 miles northwest 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:* The site is located in an area with other residential uses. The site access will be directly off of Desoto City Road or Peters Road. The site can be developed without adversely affecting natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located less than two miles from Fred Wild Elementary School, the Sebring Middle School, and the Sebring High School. It is also located less than two miles from the Sports Complex. Locating close to schools and recreation promotes walkability.

(4) *Promotes conservation of water and energy:* The proposed amendment will promote an outward expansion of the RM Land Use category that exists primarily to the west and south of the property. The property is located in an existing urbanized area with nearby schools, recreation, and commercial uses. Building is this area will reduce travel time for vehicles; thereby conserving energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands. It is also located near recreational accommodations.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area: The proposed development is in an existing residential area, near schools and recreation uses.* The subject property is not located in an area that would be conducive for nonresidential development. Development of this site in accordance with the RM Land Use category would be consistent with residential development growth patterns that exist in the immediate vicinity.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

**Historical and Archaeological Clearance:** The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-615SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 32.98 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-615SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by the 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:

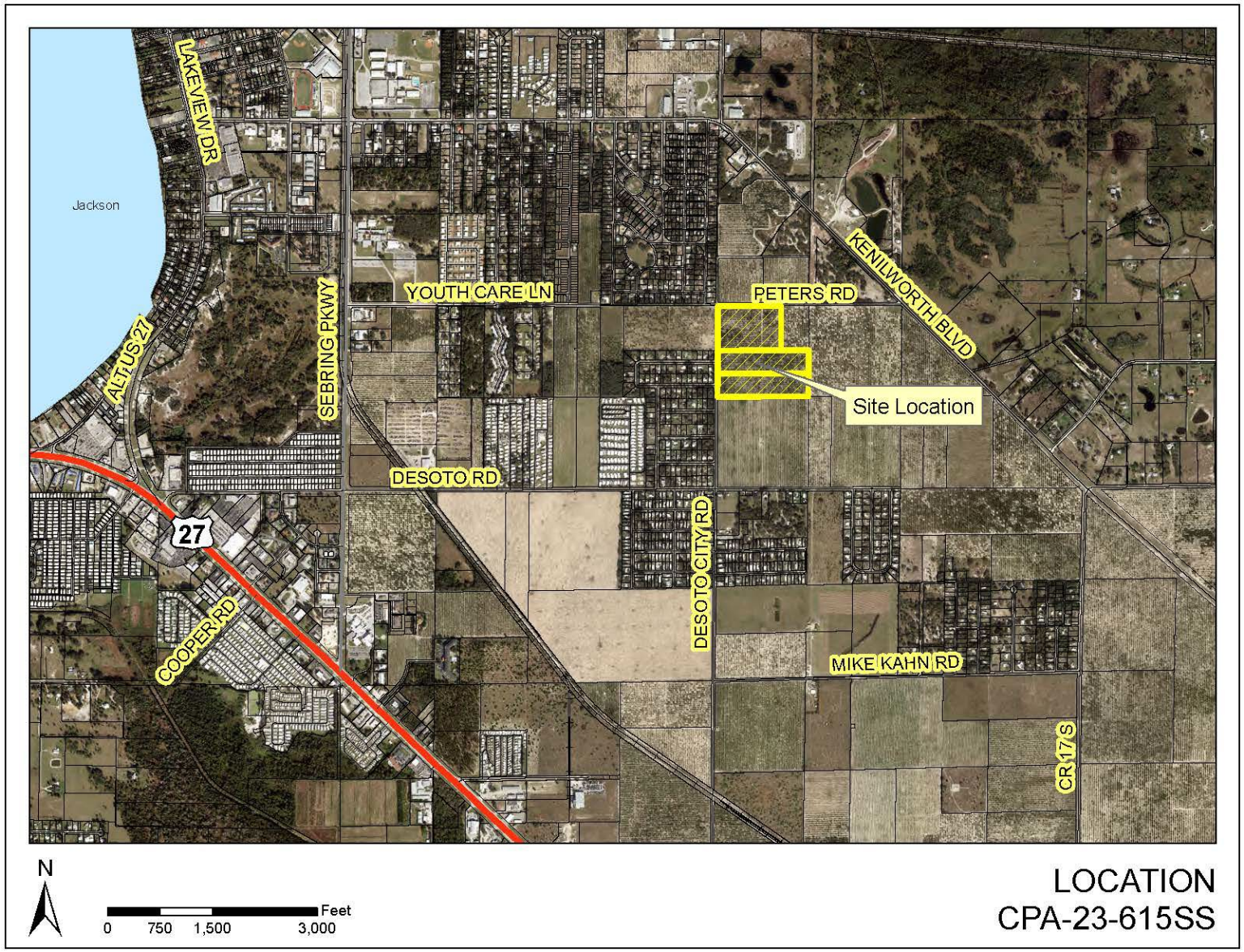

Jackson
LAKEVIEW DR
ALT US 27
SEBRING PKWY
YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO RD
27
COOPER RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
N
0
750
1,500
3,000
Feet
LOCATION
CPA-23-615SS

Exhibit 2:

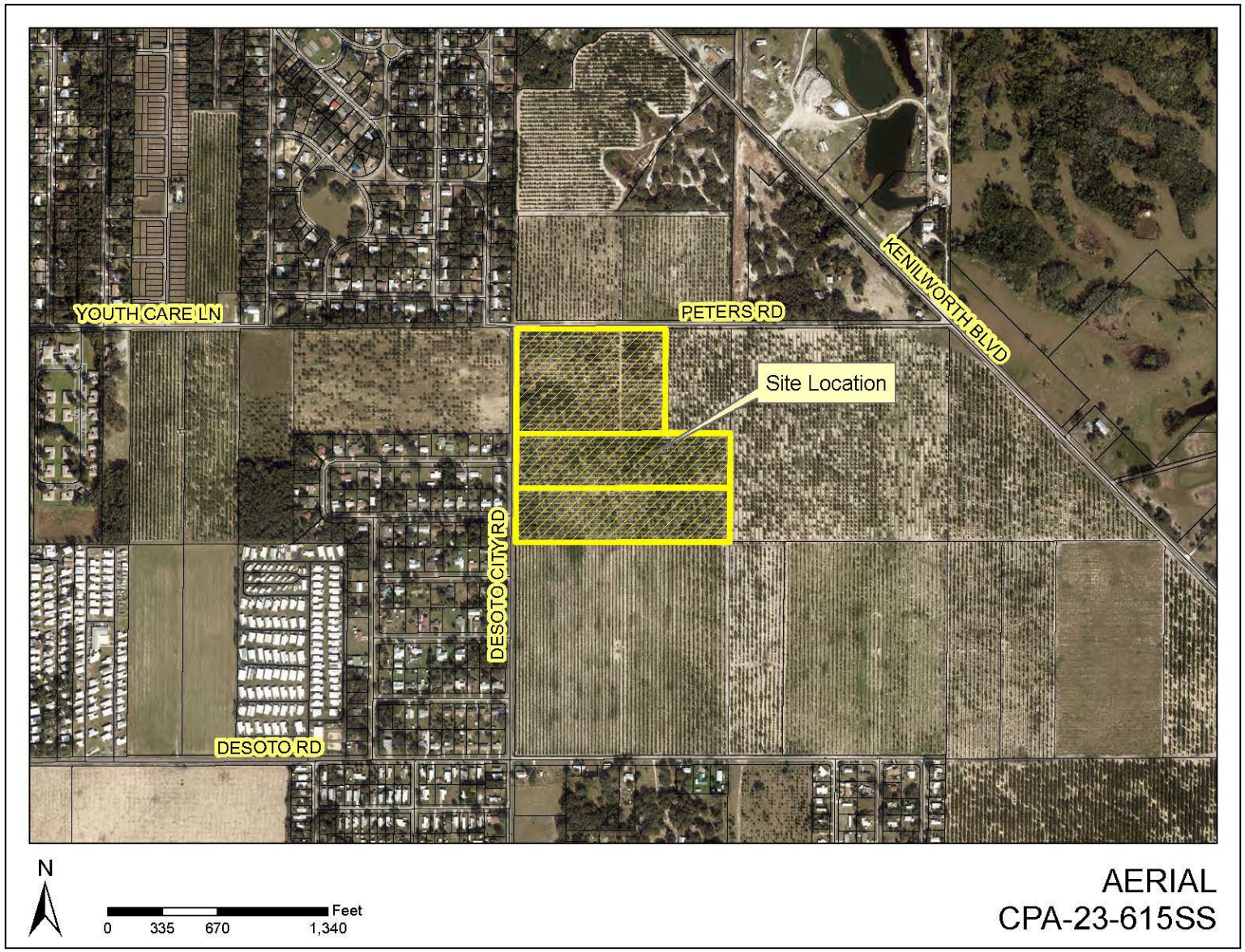

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO CITY RD
DESOTO RD
N
0
335
670
1,340
Feet
AERIAL
CPA-23-615SS

Exhibit 3:

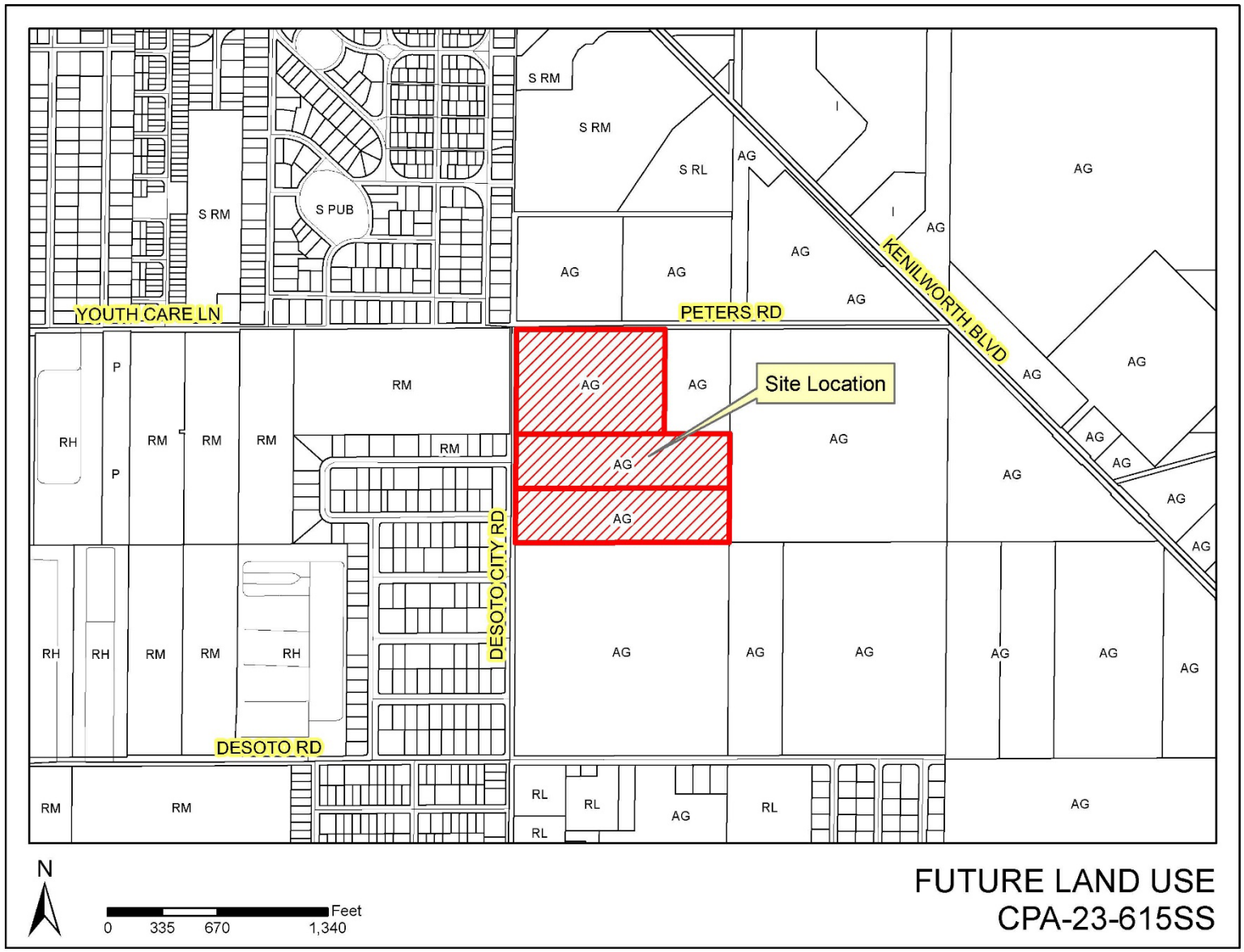
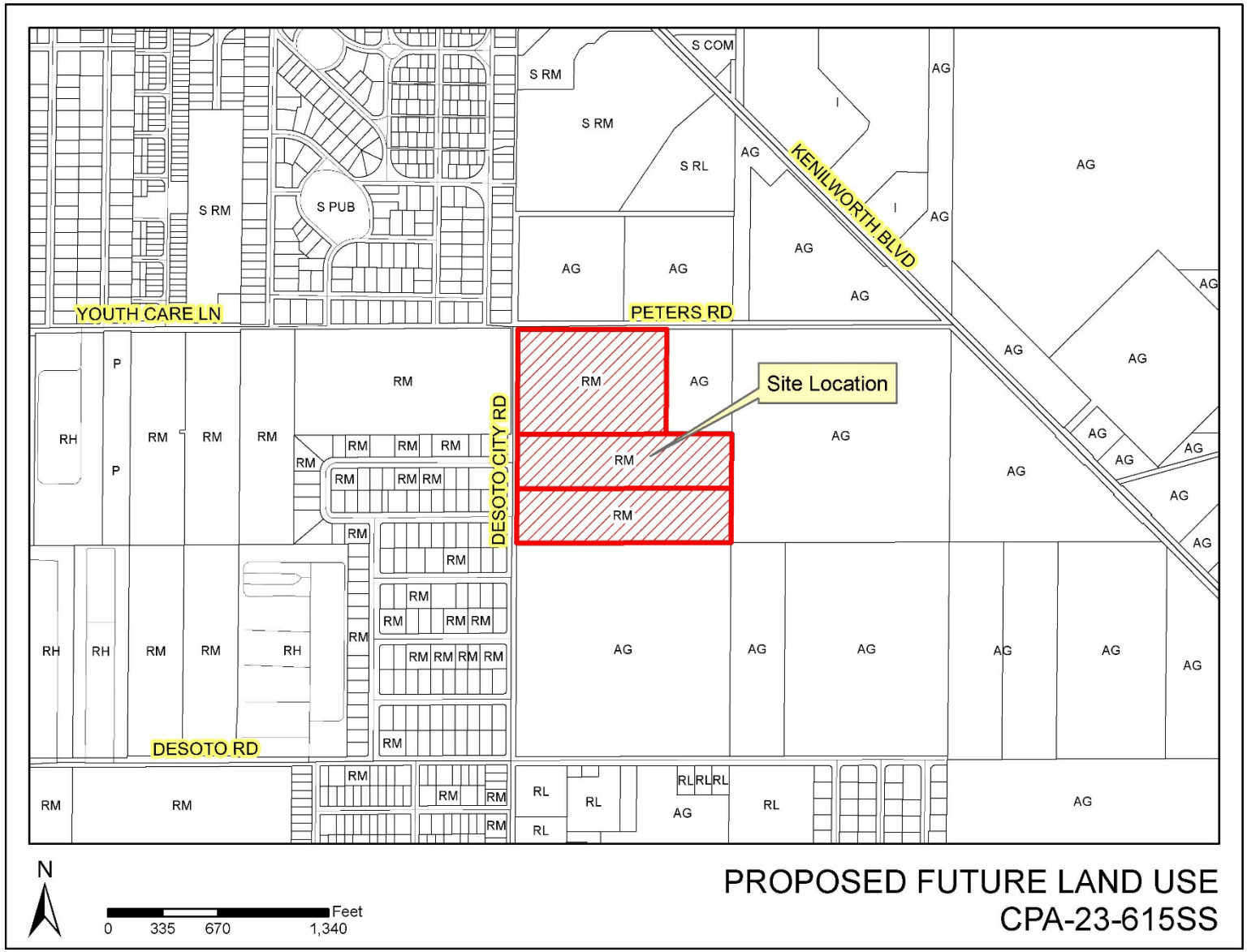

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO CITY RD
DESOTO RD
Site Location
S RM
S PUB
S RL
AG
I
RM
RH
P
RL
N
0
335
670
1,340
Feet
FUTURE LAND USE
CPA-23-615SS

Exhibit 4:


S COM
S RM
S RM
S RL
S RM
S PUB
KENILWORTH BLVD
YOUTH CARE LN
PETERS RD
DESOTO CITY RD
Site Location
DESOTO RD
AG
RM
RH
P
RL
I
N
0
335
670
1,340
Feet
PROPOSED FUTURE LAND USE
CPA-23-615SS

**Highlands County, Florida**
**Comprehensive Plan Amendment Application**

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: RM

**Note:** Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project NO. 23010009

**STAFF USE ONLY:**

**Case Number:** CPA-23-615(SS)/LS **Date of Application:** 1/18/2023

**Amount of Fee:** $ 1,500 **Tax Map No.:** 90-D

**Hearing Dates:** P&Z 3/14/2023 BOCC 4/18/2023

**This application has been reviewed for completeness and determined sufficient.**

Melody Snyder
**Signed: Planning and Zoning Manager**

1/25/2023
**Date**

**Property Identification Number(s) / Strap(s) of Property Covered by Application:**

**STRAP No. C-**34-34-29-020-0460-0000 **STRAP No. C-**34-34-29-020-0470-0000

**STRAP No. C-**34-34-29-020-0480-0000 **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):** CENTER RIDGE CARETAKING, INC.

   **Mailing Address:** 1531 LAKEVIEW DR. SEBRING, FLA. 33870

   **Daytime Telephone No.** (863) 698-4385 **E-Mail Address:** gflaurent@live.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:** RICK WHIDDEN

   **Mailing Address:** 4108 MULLIGAN CT. W. SEBRING, FLA. 33872

   **Daytime Telephone No.** (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@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:
   REQUESTING A RM COMP PLAN AMENDMENT FOR A M-2 ZONING DISTRICT THAT IS CONSISTENT WITH EXISTING M-2 ZONING & RM LAND USE TO THE WEST.

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) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROTH MAMAGEMENT
   c. Policy(ies) POLICY 1.2.D.3

**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 ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   2701 PETERS ROAD 3020 & 3040 DESOTO CITY ROAD

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: LAKE VIEW PARK TRACT SUB

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   CITRUS GROVE

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 1,298 feet, (depth) 1,301 feet, road frontage 2,202 +/ feet, water frontage -0- feet, **Total acres:** 32.97 +/-

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

| | Current Use(s) | FLUM Designation(s) | Zoning District(s) |
|---|---|---|---|
| North | CITRUS GROVE | AG | AU |
| South | CITRUS GROVE | AG | AU |
| East | CITRUS GROVE | AG | AU |
| West | S.F. RESIDENTIAL & MH | RM | R-1 & M-2 |

**INFORMATION ABOUT THE PROPOSED USE:**

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** MAX. 263

16. **Residential Density:** The proposed density is 8 units per acre.

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 CITY OF SEBRING 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 CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

**If No**, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

**ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:**

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

**END OF APPLICATION**

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

## PRELIMINARY CONCURRENCY EVALUATION

**ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.**

**Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

(C.) Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   (2.) Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

| | | | |
|---|---|---|---|
| [signature] | 1-17-23 | [signature] | 1-17-23 |
| Reviewer's Signature | Date | County Engineer's Signature | Date |

JOHN SHOOP MAYOR

COUNCIL:
TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
ROLAND BISHOP
TERRY MENDEL
MARK STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

January 19, 2023

Mr. Jeff Kennedy
7045 County Road 17 S
Sebring, FL 33876

Re: 2701 Peters Road, 3020 Desoto City Road and 3040 Desoto City Road (C-34-34-29-020-0460-0000, C34-341-29-020-0470-0000 and C-34-34-29-020-0480-0000) Water & Wastewater capacity request for proposed residential development

Dear Mr. Kennedy,

Listed below is the water and wastewater capacities data you requested for the above referenced project.

**Potable Water**

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

**Wastewater Treatment**

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

# School Board of Highlands County
# School Capacity Planning Tool for Comprehensive Plan Amendments

January 9, 2023

Jeff Kennedy
7045 county Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant: Deborah Castro, P.A.
Location (map attached): 2701 Peters Road, 3020 DeSoto City Road, 3040 DeSoto City Road
C-34-34-29-020-0470-0000, C-34-34-29-020-0470-0000, C-34-34-29-020-0480-0000

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family _263_Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 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

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

| School | Capacity | 5-Year Work Program Added Capacity | Available Planning Capacity | Proposed Development Student Generation | Available Capacity including Proposed Development (+/-) |
|---|---|---|---|---|---|
| Fred Wild Elementary | 268.36 | 0 | 268.36 | 22.62 | 245.74 |
| Sebring Middle | 124.21 | 0 | 124.21 | 10.79 | 113.42 |
| Sebring High | 527.98 | 0 | 527.98 | 12.89 | 515.09 |

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/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

CENTER RIDGE CARETAKING-LEGAL DESCRIPTION (PETERS ROAD)

THE WEST 4 ACRES OF FARM 45 AND ALL OF FARM 46 OF LAKE VIEW PARK TRACTS IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 29 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 11 OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, AND IN TRANSCRIPT BOOK, PAGE 106-A OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

FARM LOT 47 AND FARM LOT 48, LAKE VIEW PARK TRACTS,
ACCORDING TO THE MAP OR PLAT THEREOF AS
RECORDED IN TRANSCRIPT BOOK PAGE 106, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CEBTER RIDGE CARETAKING, INC., being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: ME Stephens V

Print Name: Tracy L Lehman

CENTER RIDGE CARETAKING, INC.

a FLORIDA corporation.

By: _____

Print Name: GEORGE F. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me [ ] or who has produced _____, as identification and who did take an oath:

per

Tracy L Lehman
Signature

Tracy L. Lehman
Print Name

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Notary Public, State of Florida
My Commission Expires: 10/13/2025

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

# Detail by Entity Name

Florida Profit Corporation
CENTER RIDGE CARETAKING, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P06000012820 |
| **FEI/EIN Number** | 20-4207287 |
| **Date Filed** | 01/25/2006 |
| **Effective Date** | 01/25/2006 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Mailing Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Registered Agent Name & Address**

Brooker , Leland, III
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Name Changed: 03/10/2019

**Officer/Director Detail**

**Name & Address**

Title DPST

STEPHENS, MARION EV
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Title VPRE

LAURENT, GEORGE F
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Title VP

BROOKER, LELAND EIII
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2020 | 02/23/2020 |
| 2021 | 02/08/2021 |
| 2022 | 03/04/2022 |

**Document Images**

| | |
|---|---|
| 03/04/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/08/2021 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/10/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/16/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/14/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/12/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/14/2012 -- ANNUAL REPORT | View image in PDF format |
| 03/03/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/02/2007 -- ANNUAL REPORT | View image in PDF format |
| 01/25/2006 -- Domestic Profit | View image in PDF format |

**Highlands County, Florida**
**Development Services Department Application**

**FORM B. Applicant Authorization to Agent**

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be my agent for this application.

GEORGE F. LAURENT (CRC, INC.
Print Name of Applicant

Signature of Applicant

1531 LAKEVIEW DR.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33870
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Signature

Tracy L Lehman
Print Name

Notary Public, State of Florida
My Commission Expires: 10/13/2015

**Highlands County, Florida**
**Development Services Department Application**

**AGENT'S AFFIDAVIT**

I, RICK WHIDDEN, 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.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
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 17 day of January, 2023 by Richard Whidden who is personally known by me ☑ or who has produced Drivers License, as identification and who did take an oath:

Allison Hill
Notary Public, State Of Florida
Commission No. HH 243484
My Commission Expires: 3/22/26

Allison Hill
Signature

Allison Hill
Print Name

Notary Public, State of Florida
My Commission Expires: 3/22/26

# ORDINANCE NO. 22-23-20

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, C-34-34-29-020-0480-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, C-34-34-29-020-0480-0000 (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 March 14, 2023, to review the small-scale amendment to the Property, identified by CPA-23-615SS, which proposes a change to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-615SS and adoption of the subject Future Land Use Map amendment; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-615SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-615SS, is consistent with the goals, objectives and policies of the Plan; and

**WHEREAS**, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map

amendment, CPA-23-615SS; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-615SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

**WHEREAS**, the County has determined that the Property that is the subject of CPA-23-615SS is not located within an area of critical state concern; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

**NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.**

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, C-34-34-29-020-0480-0000 consisting of approximately 32.98 acres and more particularly described as:

> The west 265.56 feet of Farm Lot 45, and all of Farm Lots 46, 47, and 48, all less road right-of-way, Lake View Park Tract, in Section 34, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and in Transcript Book, Page 106-A of the Public Records of Highlands County, Florida.

is hereby changed from "Agriculture" to "Medium Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium Density Residential.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed

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

**SECTION 4. SAVINGS CLAUSE.** All prior actions of Highlands County pertaining to CPA-23-615SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5**. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

**DONE AND ADOPTED this 18th day of April, 2023.**

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Sergio Garcia, Planner I**

**SUBJECT/TITLE:** **Public hearing to consider adoption of P&Z Hearing No. 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2).**

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## STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres, from AU to M-2. The three parcels currently operate as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-615SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2122 as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-81, P&Z 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2122 for BCC Center Ridge Caretaking, Desoto MHP.pdf
Application P&Z 2122 - Center Ridge Caretaking, Desoto MHP.pdf
Resolution P&Z 2122 - Center Ridge Caretaking, Desoto MHP.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 4/18/2023 |
| **Case Number:** P&Z 2122 | **Case Name:** Center Ridge Caretaking, Inc. Desoto Mobile Home Park |
| **Agent:** Rick Whidden | **Property Owners:** Center Ridge Caretaking, Inc. |
| **Public Hearing:** BCC | **Case Staff Member:** Sergio Garcia |

Request: Rezone three parcels totaling an approximate 32.98-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: Three (3) parcels totaling an approximate 32.98 acres, located in the Lake View Park Tract subdivision, on the southeast corner of the intersection of Desoto City Road and Peters Road, approximately 0.35 miles west of Kenilworth Boulevard, 1.02 miles east of Sebring Parkway, and 1.51 miles northeast of US 27 S; the addresses being 2701 Peters Road, 3020 Desoto City Road, and 3040 Desoto City Road, Sebring

PARCEL ID: C-34-34-29-020-0460-0000
C-34-34-29-020-0470-0000
C-34-34-29-020-0480-0000

**Staff Recommendations and Minutes:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-81, P&Z 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the March 14, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "B. HEARING NUMBER P&Z 2122 – CENTER RIDGE**

**CARETAKING, INC., C/O RICK WHIDDEN** Three (3) parcels totaling an approximate 32.98 acres, located in the Lake View Park Tract subdivision, on the southeast corner of the intersection of Desoto City Road and Peters Road, approximately 0.35 miles west of Kenilworth Boulevard, 1.02 miles east of Sebring Parkway, and 1.51 miles northeast of US 27 S; the addresses being 2701 Peters Road, 3020 Desoto City Road, and 3040 Desoto City Road, Sebring; and legally described as follows: the west 265.56 feet of Farm Lot 45, and all of Farm Lots 46, 47, and 48, all less road right-of-way, Lake View Park Tract, in Section 34, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and in Transcript Book, Page 106-A of the Public Records of Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mr. Roberts read the request and Mr. Garcia and Mr. Whidden presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mrs. Ezell and seconded by Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0."**

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a change to the Official Zoning Atlas of three parcels totaling an approximate 32.98 acres, from AU to M-2.

The three parcels currently operate as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-615SS.

**2. Notices to Surrounding Property Owners.**

On February 13, 2023, notices were mailed to 74 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

**3. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Grove | AG | AU |
| Adjacent Property to the North | Grove | AG | AU |
| Adjacent Property to the South | Grove | AG | AU |
| Adjacent Property to the East | Grove | AG | AU |
| Adjacent Property to the West | Grove (future planned Mobile Home Park) & Single-Family Residences | RM | M-2 & R-1 |

**4. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

**Department Comments and Analysis of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the Applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

**Natural Resources:** No comment on this request. This request occurs in an existing grove with no natural habitat remaining.

**Florida Department of Health:** No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, School Board of Highlands County, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 110 and 120 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

**B. Zoning Analysis:**

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The current zoning carries a potential population yield of 13 persons; 32.98 ÷ 5 acres = 6.59 dwelling units; 6 dwelling units x 2.25 persons = 13.5 persons.
6. **Proposed Population Yield:** The proposed zoning allows up to 8 dwelling units per acre. The proposed zoning carries a potential population yield of 591 persons; 32.98 acres x 8 dwelling units = 263.84 dwelling units; 263 dwelling units x 2.25 person = 591.75.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.

3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road and Peters Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F. Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

**G. Airports:** The subject property is located approximately 10.2 miles southeast of the Avon Park Executive Airport and 3.8 miles northwest of the Sebring Regional Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2122, changing the Official Zoning Atlas for an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), 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:

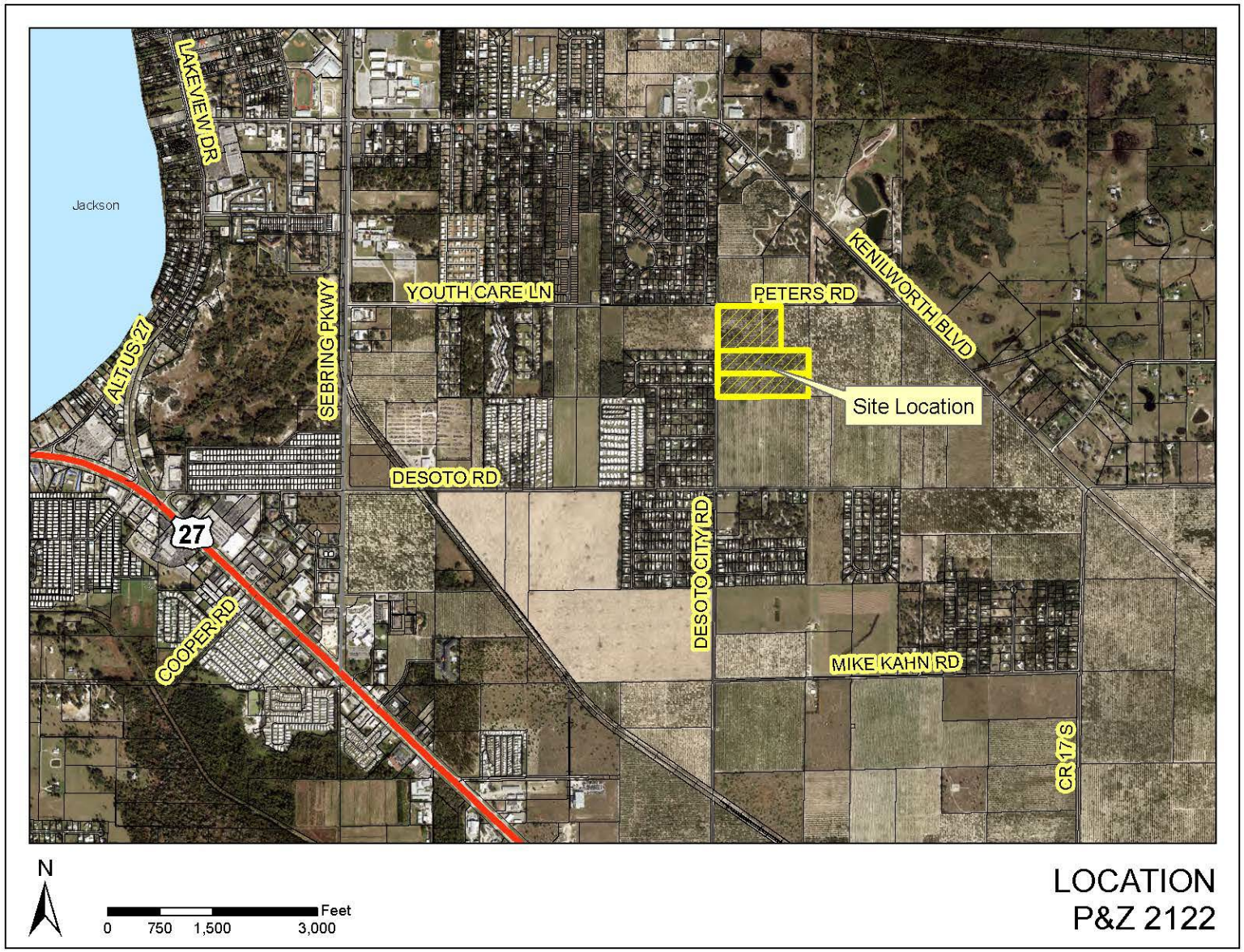

LAKEVIEW DR
Jackson
ALTUS 27
SEBRING PKWY
YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO RD
27
COOPER RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
N
Feet
0
750
1,500
3,000
LOCATION
P&Z 2122

Exhibit 2:

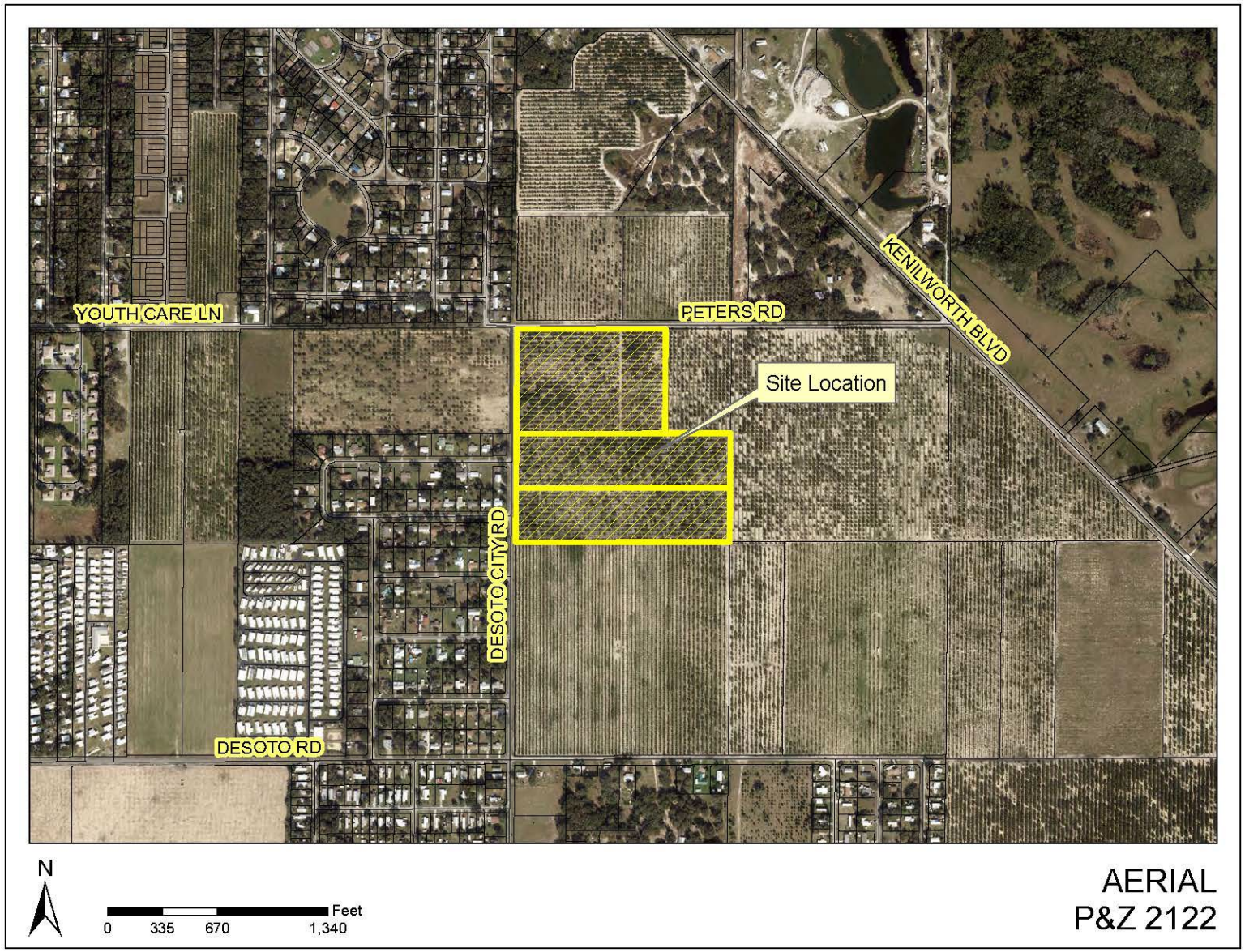

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO CITY RD
DESOTO RD
N
0
335
670
1,340
Feet
AERIAL
P&Z 2122

Exhibit 3:

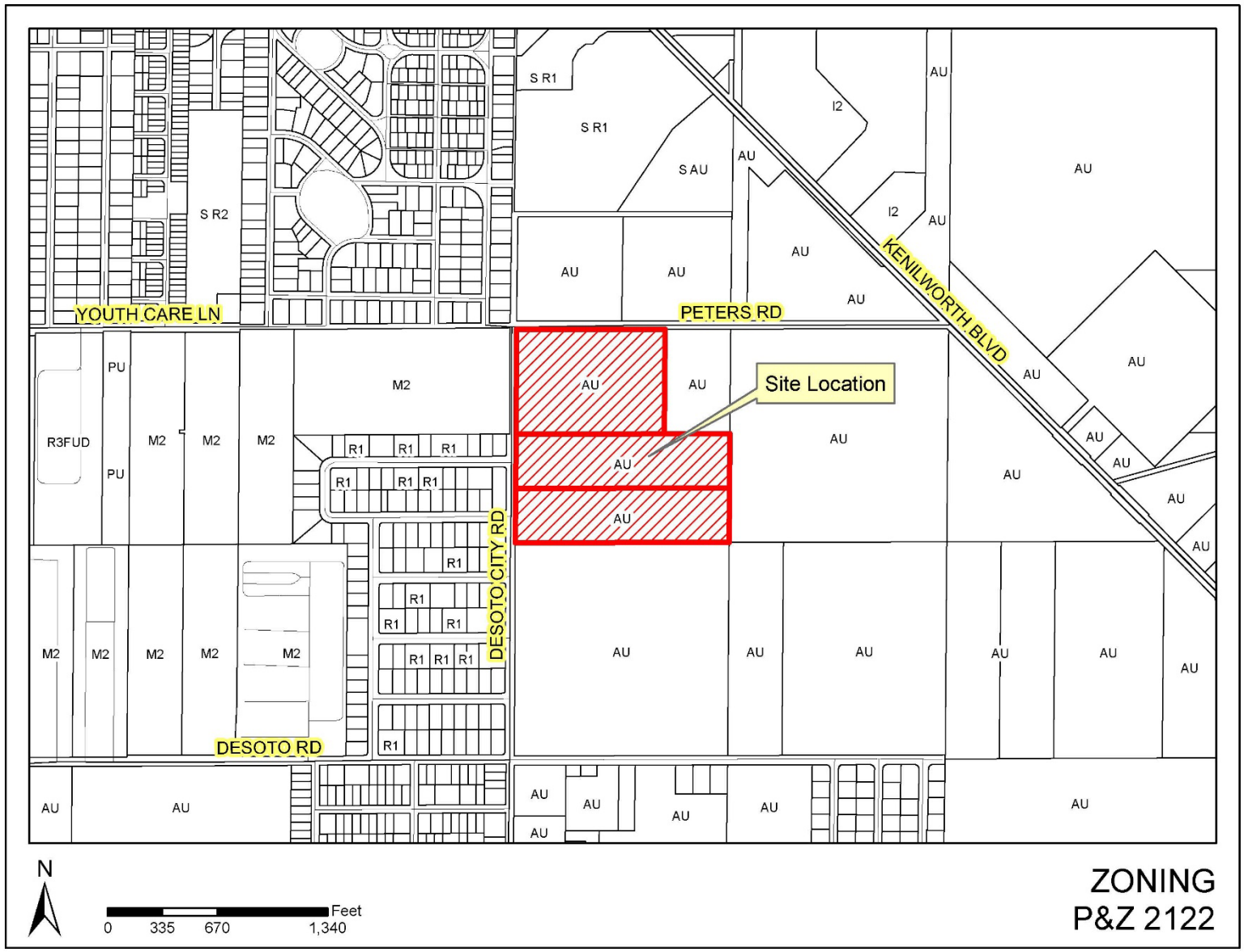
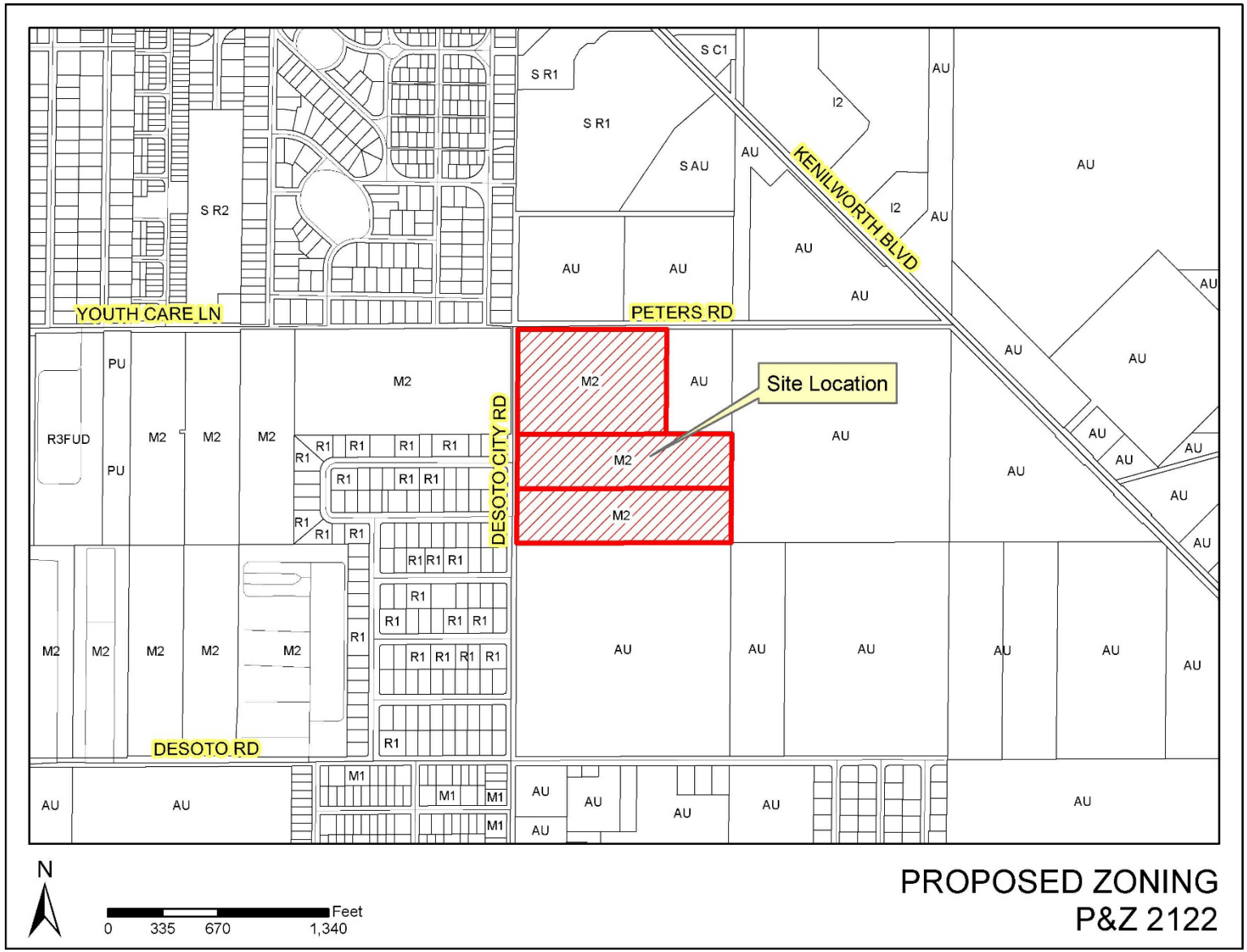

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO CITY RD
DESOTO RD
Site Location
S R1
S R2
S AU
I2
AU
PU
R3FUD
M2
R1
N
0
335
670
1,340
Feet
ZONING
P&Z 2122

Exhibit 4:


S R1
S C1
S R2
S AU
I2
AU
KENILWORTH BLVD
YOUTH CARE LN
PETERS RD
Site Location
DESOTO CITY RD
R3FUD
PU
M2
R1
M1
DESOTO RD
N
0
335
670
1,340
Feet
PROPOSED ZONING
P&Z 2122

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** AU
**Zoning change to:** M-2

***Note:*** *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

**********

Project NO. 23010008

## SECTION I: STAFF USE ONLY:

**P&Z Hearing Number:** ~~2122~~ P&Z 2122 **Date of Application:** 1/18/2023
**Amount of Fee:** $ 1,950.00 **Receipt No.:** 43000000134 **Tax Map No.:** 90-D
**Hearing Dates: LP:** _____ **P&Z:** 3/14/2023 **BCC:** 4/18/2023

**********

**This application has been reviewed for completeness and determined sufficient:**

Zoning Supervisor _____ Date 1/20/2023

**********

## SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** CENTER RIDGE CARETAKING, INC.
   **Mailing Address:** 1531 LAKEVIEW DR SEBRING, FLA. 33870
   **Telephone No.:** (863) 698-4385 **E-Mail Address:** gflaurent@live.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:** RICK WHIDDEN
   **Mailing Address:** 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   **Telephone No.:** (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@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 ATTACHED

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C-34-34-29-020-0460-0000 **STRAP #:**C-34-34-29-020-0470-0000
   **STRAP #:**C-34-34-29-020-0480-0000 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   2701 PETERS ROAD SEBRING, FLA. 33870 3020 & 3040 DESOTO CITY ROAD SEBRING, FLA. 33870

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
   **Are the Zoning and Comprehensive Plan Consistent?** ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,298.23 +/- feet, (depth) 1,301.51 +/- feet, street frontage 2,202.95 +/- feet, water frontage -0- feet, **Total acres** 32.97 +/-
   **If different from the total acreage,** the upland, or developable portion is N/A +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____
   **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** | CITRUS GROVE | AG | AU |
| **South** | CITRUS GROVE | AG | AU |
| **East** | CITRUS GROVE | AG | AU |
| **West** | S.F. RESIDENTIAL & MH | RM | R-1 & M-2 |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
    PROPOSED USE IS CONSISTENT WITH EXISTING M-2 ZONING TO THE WEST AND RM LAND USE.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    MAXIMUM OF 263 DWELLING UNITS.

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

**********

## SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately SEE ATTACHED gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N/A **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

**If Yes,** the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately SEE ATTACHED gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. N/A **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTION 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: CLUBHOUS ETC.
A MINIMUM OF 15% OF THE TOTAL LAND AREA WILL BE OPEN SPACE.

**Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No
**If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

CENTER RIDGE CARETAKING-LEGAL DESCRIPTION (PETERS ROAD)

THE WEST 4 ACRES OF FARM 45 AND ALL OF FARM 46 OF LAKE VIEW PARK TRACTS IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 29 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 11 OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, AND IN TRANSCRIPT BOOK, PAGE 106-A OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

FARM LOT 47 AND FARM LOT 48, LAKE VIEW PARK TRACTS,
ACCORDING TO THE MAP OR PLAT THEREOF AS
RECORDED IN TRANSCRIPT BOOK PAGE 106, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

JOHN SHOOP MAYOR

COUNCIL:
TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
ROLAND BISHOP
TERRY MENDEL
MARK STEWART

SEBRING CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

January 19, 2023

Mr. Jeff Kennedy
7045 County Road 17 S
Sebring, FL 33876

Re: 2701 Peters Road, 3020 Desoto City Road and 3040 Desoto City Road (C-34-34-29-020-0460-0000, C34-341-29-020-0470-0000 and C-34-34-29-020-0480-0000) Water & Wastewater capacity request for proposed residential development

Dear Mr. Kennedy,

Listed below is the water and wastewater capacities data you requested for the above referenced project.

**Potable Water**

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

**Wastewater Treatment**

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

# School Board of Highlands County
# School Capacity Planning Tool for Comprehensive Plan Amendments

January 9, 2023

Jeff Kennedy
7045 county Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant: Deborah Castro, P.A.
Location (map attached): 2701 Peters Road, 3020 DeSoto City Road, 3040 DeSoto City Road
C-34-34-29-020-0470-0000, C-34-34-29-020-0470-0000, C-34-34-29-020-0480-0000

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family _263_Mobile Home __ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 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

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

| School | Capacity | 5-Year Work Program Added Capacity | Available Planning Capacity | Proposed Development Student Generation | Available Capacity including Proposed Development (+/-) |
|---|---|---|---|---|---|
| Fred Wild Elementary | 268.36 | 0 | 268.36 | 22.62 | 245.74 |
| Sebring Middle | 124.21 | 0 | 124.21 | 10.79 | 113.42 |
| Sebring High | 527.98 | 0 | 527.98 | 12.89 | 515.09 |

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/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

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CEBTER RIDGE CARETAKING, INC., being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: M E Stephens V

Print Name: Tracy L Lehman

CENTER RIDGE CARETAKING, INC.

a FLORIDA corporation

By: _____

Print Name: GEORGE F. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me [ ] or who has produced _____, as identification and who did take an oath: Yes

Tracy L Lehman
Signature

Tracy L. Lehman
Print Name

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Notary Public, State of Florida
My Commission Expires: 10/13/2025

**Highlands County, Florida**
**Development Services Department Application**

**AGENT'S AFFIDAVIT**

I, RICK WHIDDEN, 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.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
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 17 day of January, 2023 by Richard Whidden who is personally known by me ☑ or who has produced Drivers License, as identification and who did take an oath:

Allison Hill
Notary Public, State Of Florida
Commission No. HH 243484
My Commission Expires: 3/22/26

Allison Hill
Signature

Allison Hill
Print Name

Notary Public, State of Florida
My Commission Expires: 3/22/26

# RESOLUTION NO. 22-23-81

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL IDS# C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, AND C-34-34-29-020-0480-0000; 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 that property identified by the Highlands County Property Appraiser through Parcel IDs# C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, and C-34-34-29-020-0480-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

**WHEREAS,** the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel IDs# C-34-34-29-020-0460-0000, C-34-34-29-020-0470-0000, and C-34-34-29-020-0480-0000 and more particularly described as:

> The west 265.56 feet of Farm Lot 45, and all of Farm Lots 46, 47, and 48, all less road right-of-way, Lake View Park Tract, in Section 34, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and in Transcript Book, Page 106-A of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Mobile Home Parks District (M-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District, M-2.

**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 2122, 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 22-23-20, adopting a small-scale comprehensive plan amendment, CPA-23-615SS, changing the land use designation on the Property from Agriculture, AG, to Medium Density Residential, RM.

**DONE AND ADOPTED**, this 18h day of April 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-616SS, for three parcels totaling an approximate 39.72 acres, from Agriculture (AG) to Medium Density Residential (RM).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for three parcels totaling an approximate 39.72 acres to change the Future Land Use Map from Agriculture (AG) to Medium Density Residential (RM). The parcels contain a citrus grove. The Applicant is proposing to utilize the property for a future mobile home park.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2123.

The Planning and Zoning Commission recommended approval of CPA-23-616SS as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Ordinance 22-23-21, CPA-23-616SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 39.72 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-616SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-616SS for BCC Center Ridge Caretaking, MLK MHP.pdf
Application CPA-23-616SS Center Ridge Caretaking, MLK MHP.pdf
Ordinance CPA-23-616SS Center Ridge Caretaking, MLK MHP.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Small Scale Comprehensive Plan Amendment | **BCC Hearing Date:** 4/18/2023 |
| **Case Number:** CPA-23-616SS | **Case Name:** Center Ridge Caretaking MLK Mobile Home Park |
| **Agent:** Rick Whidden | **Property Owners:** Center Ridge Caretaking, Inc., Center Ridge Fruit Co, LLC, and M.E. Stephens, IV |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Change the Future Land Use Map (FLUM) for three (3) parcels totaling an approximate 39.72 acres, from Agriculture (AG) to Medium Density Residential (RM)

General Location: Three (3) parcels totaling an approximate 39.72 acres, located in the Lake View Park Tract subdivision, on the east side of Martin Luther King Jr. Boulevard, approximately 0.51 miles south of Arbuckle Creek Road, 1.00 miles northeast of Sebring Parkway, and 0.94 miles north of E O Douglas Avenue; the addresses being 1691 Lucas Drive, 1736 Martin Luther King Jr. Boulevard, and 1740 Martin Luther King Jr. Boulevard, Sebring

PARCEL ID: C-21-34-29-050-0100-0000
C-21-34-29-050-0130-0000
C-21-34-29-050-0140-0000

**Staff Recommendations and Minutes:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-21, CPA-23-616SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 39.72 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-616SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-616SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 39.72 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-616SS to the Florida Department of Economic

Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the March 14, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>C. HEARING NUMBER CPA-23-616SS – CENTER RIDGE FRUIT CO., LLC, M.E. STEPHENS, IV, AND CENTER RIDGE CARETAKING, INC., C/O RICK WHIDDEN</u>** Three (3) parcels totaling an approximate 39.72 acres, located in the Lake View Park Tract subdivision, on the east side of Martin Luther King Jr. Boulevard, approximately 0.51 miles south of Arbuckle Creek Road, 1.00 miles northeast of Sebring Parkway, and 0.94 miles north of E O Douglas Avenue; the addresses being 1691 Lucas Drive, 1736 Martin Luther King Jr. Boulevard, and 1740 Martin Luther King Jr. Boulevard, Sebring; and legally described as follows: All of Farm Lots 10, 11, and 12, and the north half of Farm Lots 13 and 14, Lake View Park Tract, in Section 21, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to change the future land use map designation from Agriculture (AG) to Medium Density Residential (RM). Mr. Roberts read the request and Mrs. Culpepper and Mr. Whidden presented the request. There were no letters received; no one spoke for or against the request, and one (1) member of the audience, Mr. Flowers, spoke with concerns including drainage, city sewer and water connections, and whether a landscaping buffer will be required. Mr. Whidden confirmed that there will be a 20-foot buffer along the northern property line.

   Motion by Mrs. Ezell and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-616SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 39.72 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-616SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 5-0."**

**<u>Supplemental Material/Issue Analysis Report:</u>**

1. **Request:** The matter for consideration is for a change to the Future Land Use Map for three (3) parcels totaling an approximate 39.72 acres, from AG to RM.

   The parcels contain a citrus grove. The Applicant is proposing to utilize the property for a future mobile home park.

   There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2123.

**2. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Citrus Grove | AG | AU |
| Adjacent Property to the North | Groves/Single-Family Residences (SFRs)/ Mobile Homes/ Vacant | AG | AU |
| Adjacent Property to the South | Grove/ Jim's Auto Salvage | RM/Industrial (I) | AU/Industrial District (I-2) |
| Adjacent Property to the East | SFR | AG | AU |
| Adjacent Property to the West | Mobile Homes | RM | Mobile Home and Residential Subdivisions District (M-1-S)/ Mobile Home Subdivisions District (M-1) |

**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.3, Medium Density Residential (RM).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

**4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:**

**Future Land Use Element**

**Objective 1: Growth Management Strategy:**

**Policy 1.1, General Growth Management Strategy:**

*A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;*

*A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;*

*B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing*

*and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.*

**Infrastructure Element**

**Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:**

**Policy 6.5, Mandatory Connection to Central Water System:**

*A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.*

*B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:*

*1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:*

*a. Connect to an existing system.*

**Department Comments and Analysis of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

**Natural Resources:** No comment. […] Existing groves with no natural habitat remaining.

**Florida Department of Health:** No objection.

**2. The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

**3. The following Departments, Divisions, and Agencies did not respond:** City of Sebring, School Board of Highlands County, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

**4. Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation between 110 to 135 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

**B. Land Use Analysis:**

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of AG.
4. **Proposed FLUM Designation:** The proposed FLUM designation is RM.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 15 persons; 39.72 acres ÷ 5 acres = 7.94 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM allows a maximum of 8 dwelling units per acre and would carry a potential population yield of 713 persons; 39.72 acres x 8 dwelling units = 317.76 dwelling units; 317 x 2.25 persons = 713.25 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0143C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Martin Luther King Jr Blvd.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to comply with Section 12.05.222 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E. Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F. Schools:** The permitted uses within the Medium Density Residential Future Land Use designation are residential in nature. Any project development will likely generate student impacts to the school district; school concurrency **is** required.

**G. Airports:** The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 6.0 miles northwest 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:* The site is located in an urbanized area and will be infill development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located less than two miles from the Sebring Middle School and the Sebring High School. It is also located less than two miles from the Sports Complex. Locating close to schools and recreation promotes walkability.

(4) *Promotes conservation of water and energy:* The property is located in an existing urbanized area with nearby schools, recreation, and commercial uses. Building in this area will reduce travel time for vehicles, thereby conserving energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands. It is also located near recreational accommodations.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing residential area, near schools and recreation uses.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

**Historical and Archaeological Clearance:** The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the

Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-616SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 39.72 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-616SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

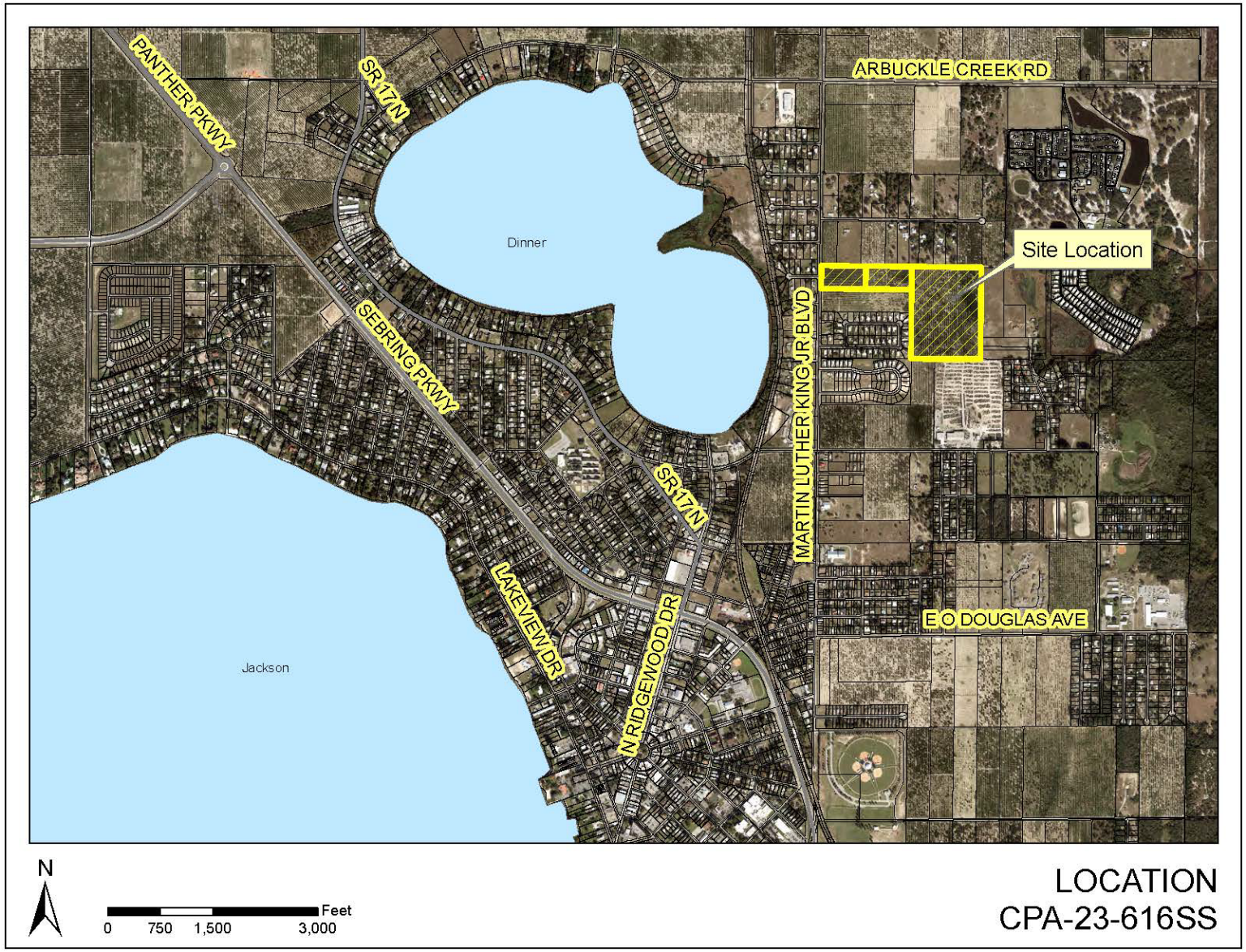

PANTHER PKWY
SR 17N
ARBUCKLE CREEK RD
Dinner
Site Location
SEBRING PKWY
MARTIN LUTHER KING JR BLVD
SR 17N
LAKEVIEW DR
N RIDGEWOOD DR
E O DOUGLAS AVE
Jackson
N
Feet
0
750
1,500
3,000
LOCATION
CPA-23-616SS

Exhibit 2:

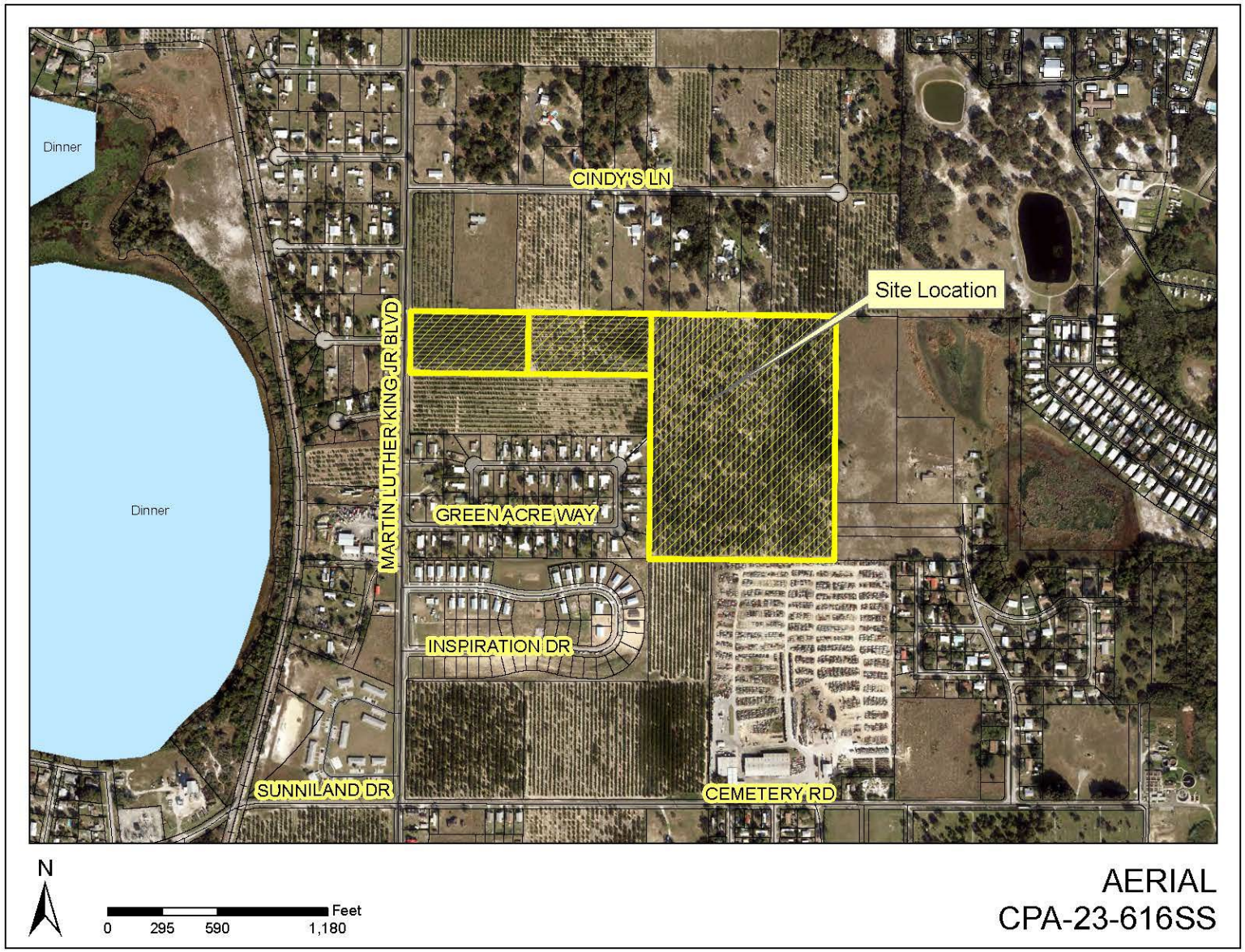

Dinner
Dinner
CINDY'S LN
Site Location
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
N
0
295
590
1,180
Feet
AERIAL
CPA-23-616SS

Exhibit 3:

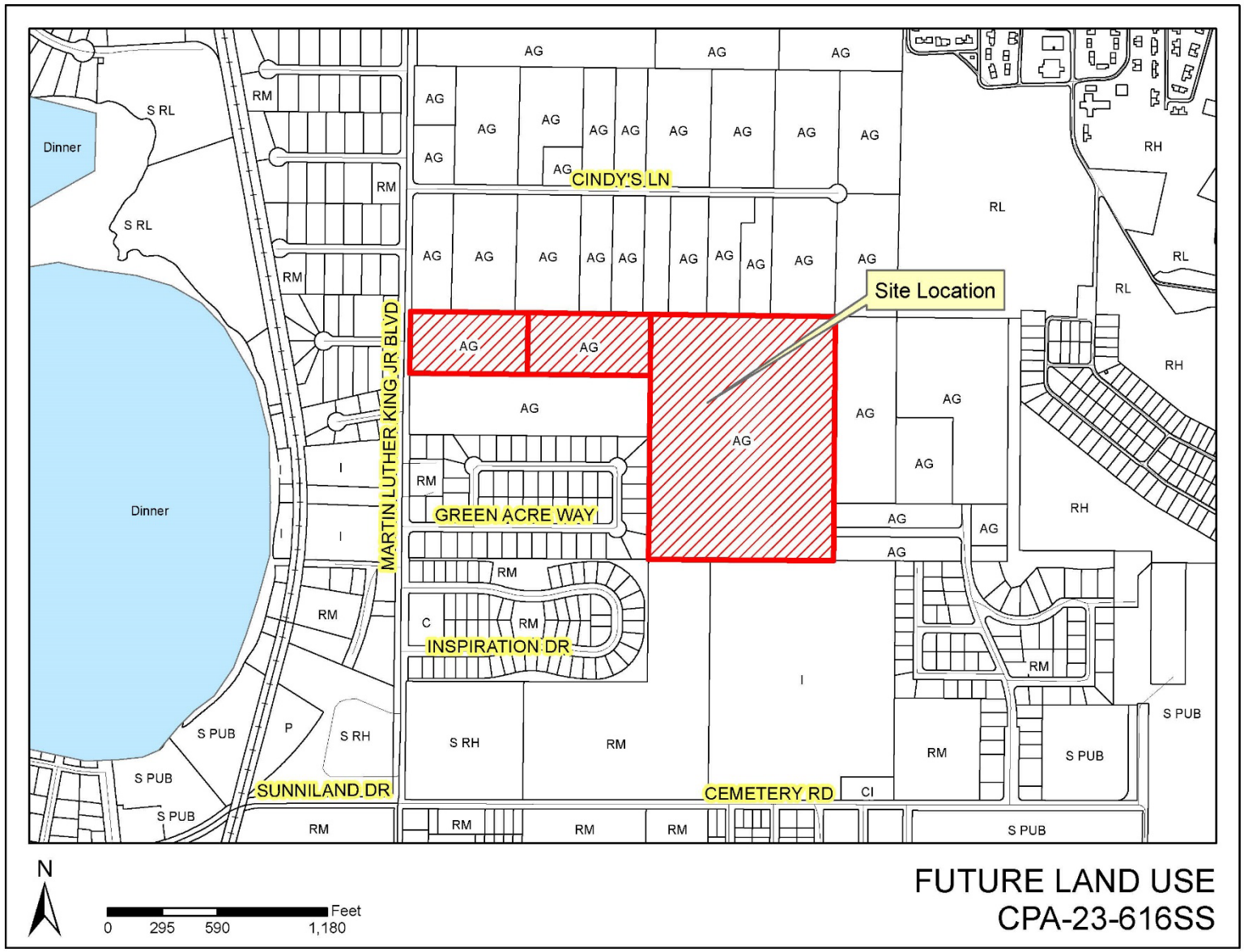
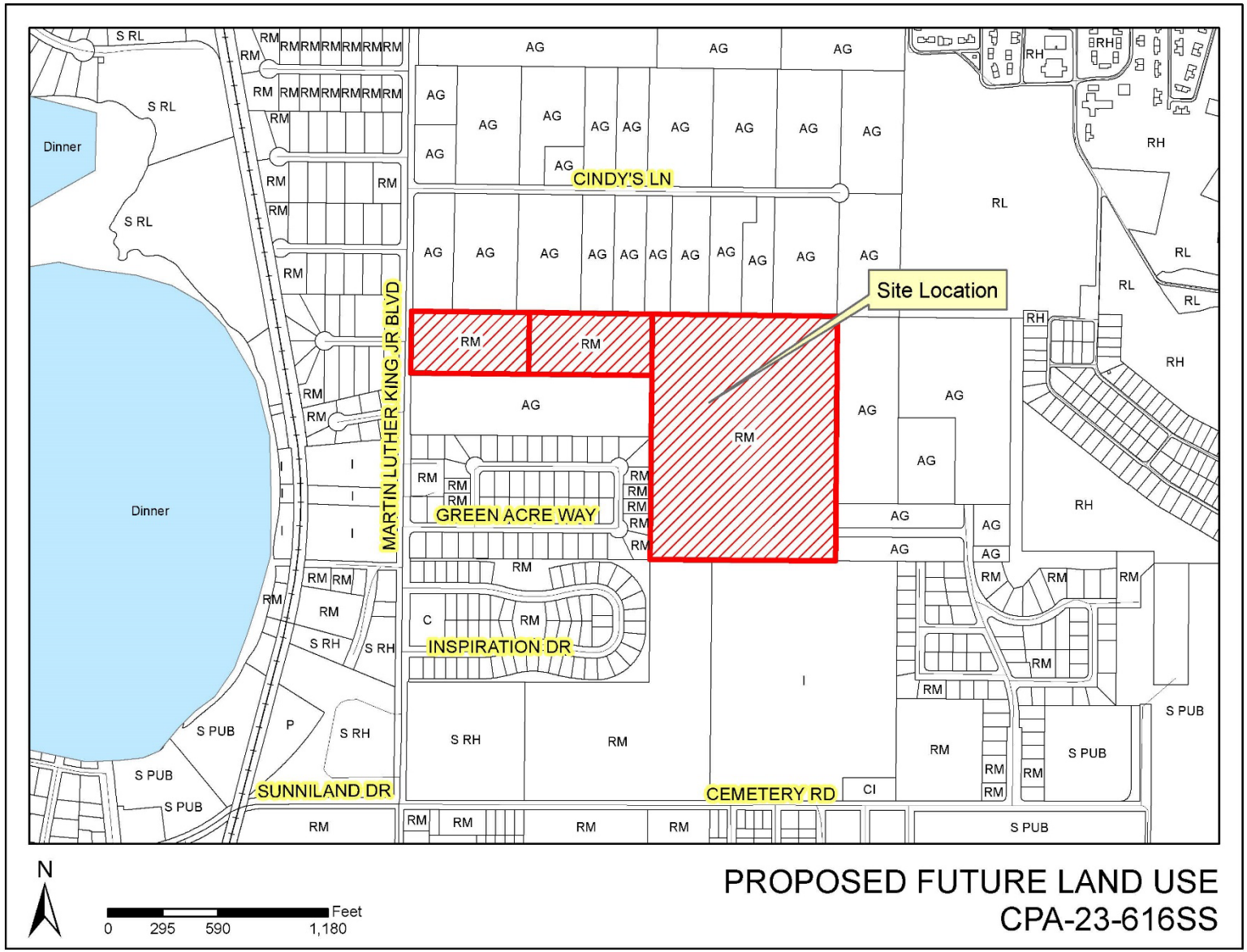

Site Location
CINDY'S LN
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
Dinner
Dinner
AG
RM
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C
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S PUB
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295
590
1,180
Feet
FUTURE LAND USE
CPA-23-616SS

Exhibit 4


Site Location
CINDY'S LN
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
Dinner
Dinner
N
0
295
590
1,180
Feet
PROPOSED FUTURE LAND USE
CPA-23-616SS

**Highlands County, Florida**
**Comprehensive Plan Amendment Application**

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: RM

**Note:** Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project NO. 23010011

**STAFF USE ONLY:**

**Case Number:** CPA-23 - 61 16 SS/LS **Date of Application:** 1/18/2023

**Amount of Fee:** $1,500.00 **Tax Map No.:** 29-C

**Hearing Dates:** P&Z 3/14/2023 BOCC 4/18/2023

**This application has been reviewed for completeness and determined sufficient.**

Signed: Planning and Zoning Manager Date 1/25/2023

**Property Identification Number(s) / Strap(s) of Property Covered by Application:**

**STRAP No. C-**21-34-29-050-0130-0000 **STRAP No. C-**21-34-29-050-0140-0000

**STRAP No. C-**21-34-29-050-0100-0000 **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):** SEE ATTACHED PROPERTY OWNERS LIST

   **Mailing Address:** 1531 LAKEVIEW DR. SEBRING, FLA. 33870

   **Daytime Telephone No.** (863) 698-4385 **E-Mail Address:** gflaurent@live.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:** RICK WHIDDEN

   **Mailing Address:** 4108 MULLIGAN CT. W. SEBRING, FLA. 33872

   **Daytime Telephone No.** (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@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:
   PROPOSED RM LAND USE IS A COMPATABLE TRANSITION BETWEEN INDUSTRIAL PROPERTY TO SOUTH AND MOBILE HOMES TO NORTH AND WEST. SITE WILL PROVIDE OPPORTUNITY FOR MUCH NEEDED MODERNIZED AFFORDABLE LIVING.

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) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROTH MANAGEMENT
   c. Policy(ies) POLICY 1.2.D.3

**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 ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   1736 & 1740 MARTIN LUTHER KING JR. BLVD SEBRING, FLA. 33870
   1691 LUCAS DR SEBRING, FLA. 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: LAKE VIEW TRACT SUB

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   CITRUS GROVE

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 1,003 feet, (depth) 2,282 feet, road frontage 331.00 feet, water frontage -0- feet, **Total acres:** 39.72 +/-

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

| | Current Use(s) | FLUM Designation(s) | Zoning District(s) |
|---|---|---|---|
| North | CITRUS & RESIDENTIAL | AG | AU |
| South | CITRUS & JUNK YARD | INDUSTRIAL & RM | AU & I-2 |
| East | VACANT | AG | AU & M-1 |
| West | SINGLE FAMILY | RM | M-1-S |

**INFORMATION ABOUT THE PROPOSED USE:**

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** MAX 317 UNITS

16. **Residential Density:** The proposed density is UP TO 8 units per acre.

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 CITY OF SEBRING 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 _____ CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

**If No**, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

**ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:**

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

**END OF APPLICATION**

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

## PRELIMINARY CONCURRENCY EVALUATION

**ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.**

**Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

(C.) Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   (2.) Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

1-17-23

Reviewer's Signature Date

1-17-23

County Engineer's Signature Date

JOHN SHOOP MAYOR

COUNCIL:
TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
ROLAND BISHOP
TERRY MENDEL
MARK STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

January 19, 2023

Mr. Jeff Kennedy
7045 County Road 17 S
Sebring, FL 33876

Re: 1740 Martin Luther King Blvd, 1736 Martin Luther King Blvd and 1691 Lucas Dr. (C-21-34-29-050-0140-0000, C-21-34-29-050-+0130-0000 and C-21-34-29-050-0100-0000) Water & Wastewater capacity request for proposed residential development

Dear Mr. Kennedy,

Listed below is the water and wastewater capacities data you requested for the above referenced project.

**Potable Water**

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

**Wastewater Treatment**

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

**Department**
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

# School Board of Highlands County
# School Capacity Planning Tool for Comprehensive Plan Amendments

January 30, 2023

Jeff Kennedy
7045 County road 17 S.
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant: Jeff Kennedy
Location (map attached): 1740 Martin Luther King Blvd., 1736 Martin Luther King Blvd., 1691 Lucas Dr. C-21-34-29-050-0140-000, C-21-34-29-050-0130-0000, C-21-34-29-050-0100-0000

School Attendance Zones:
Elementary: **Woodlawn Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family 317 Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 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**

**A fully accredited school system of the Southern Association of Colleges and Schools**
**Equal Opportunity Employment and Veteran's Preference Employer**

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

**Department**
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

| School | Capacity | 5-Year Work Program Added Capacity | Available Planning Capacity | Proposed Development Student Generation | Available Capacity including Proposed Development (+/-) |
|---|---|---|---|---|---|
| Woodlawn Elementary | 38.80 | 0 | 38.80 | 27.27 | 11.53 |
| Sebring Middle | 124.21 | 0 | 124.21 | 13.00 | 111.21 |
| Sebring High | 527.98 | 0 | 527.98 | 15.54 | 512.44 |

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/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**

CENTER RIDGE CARETAKING-LEGAL DESCRIPTION (MLK BLVD)

NORTH HALF OF FARM LOT 13, LAKE VIEW PARK TRACT, ACCORDING TO TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID LANDS ALSO BEING DESCRIBED AS:
NORTH HALF OF FARM 13, SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT OF LAKE VIEW PARK TRACT AS RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.

AND

THE NORTH HALF OF LOT 14 IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, OF LAKE VIEW PARK TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART AND RECORDED IN TRANSCRIPT BOOK AT PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

LOT 10, LOT 11 AND 12, OF LAKE VIEW PARK TRACTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN TRANSCRIPT BOOK, AT PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANS COUNTY, FLORIDA. ALSO DESCRIBED AS THE WEST 30 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CENTER RIDGE CARETAKING, INC, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: M.E. Stephens V

Print Name: Tracy L Lehman

CENTER RIDGE CARETAKING

a FLORIDA corporation.

By: _____

Print Name: GEORGE F. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me [ ] or who has produced _____, as identification and who did not take an oath:

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Signature

Tracy L. Lehman

Print Name

Notary Public, State of Florida
My Commission Expires: 10/13/2025

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

# Detail by Entity Name

Florida Profit Corporation
CENTER RIDGE CARETAKING, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P06000012820 |
| **FEI/EIN Number** | 20-4207287 |
| **Date Filed** | 01/25/2006 |
| **Effective Date** | 01/25/2006 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Mailing Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Registered Agent Name & Address**

Brooker , Leland, III
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Name Changed: 03/10/2019

**Officer/Director Detail**

**Name & Address**

Title DPST

STEPHENS, MARION EV
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Title VPRE

LAURENT, GEORGE F
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Title VP

BROOKER, LELAND EIII
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2020 | 02/23/2020 |
| 2021 | 02/08/2021 |
| 2022 | 03/04/2022 |

**Document Images**

| | |
|---|---|
| 03/04/2022 -- ANNUAL REPORT | View image in PDF format |
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| 02/23/2020 -- ANNUAL REPORT | View image in PDF format |
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| 03/02/2007 -- ANNUAL REPORT | View image in PDF format |
| 01/25/2006 -- Domestic Profit | View image in PDF format |

Florida Department of State, Division of Corporations

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CENTER RIDGE FRUIT CO LLC, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: ME Stephens

Print Name: Tracy L Lehman

CENTER RIDGE FRUIT CO.

a FLORIDA corporation.

By: _____

Print Name: GEORGE F. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me [ ] or who has produced _____, as identification and who did take an oath: NOT

Tracy L Lehman
Signature

Tracy L. Lehman
Print Name

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Notary Public, State of Florida
My Commission Expires: 10/13/2025

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by Entity Name

Florida Limited Liability Company
CENTER RIDGE FRUIT COMPANY, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L07000000760 |
| **FEI/EIN Number** | 20-8152374 |
| **Date Filed** | 01/03/2007 |
| **Effective Date** | 01/03/2007 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 10/14/2014 |
| **Event Effective Date** | NONE |

**Principal Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Mailing Address**

1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Registered Agent Name & Address**

BROOKER, LELAND III
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

**Authorized Person(s) Detail**

**Name & Address**

Title MGRM

Center Ridge Caretaking, INC
1531 LAKEVIEW DRIVE
SEBRING, FL 33870

Title MGRM

STEPHENS, M.E. V
1531 LAKEVIEW DR
SEBRING, FL 33870

**Highlands County, Florida**
**Development Services Department Application**

**OWNER'S AFFIDAVIT**

I, **M. E. STEPHENS IV**, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

**M. E. STEPHENS IV**
Print Name of Owner

M E Stephens IV
Signature of Owner

**1531 LAKEVIEW DR**
Address: Number and Street (P.O. Box)

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 10 day of January, 2023, by M E Stephens IV who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Signature

Tracy L Lehman
Print Name

Notary Public, State of Florida
My Commission Expires: 10/13/2025

**Highlands County, Florida**
**Development Services Department Application**

## AGENT'S AFFIDAVIT

I, RICK WHIDDEN, 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.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
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 17 day of January, 2023 by Richard Whidden who is personally known by me ☑ or who has produced Drivers License, as identification and who did take an oath:

Allison Hill
Signature

Allison Hill
Print Name

Allison Hill
Notary Public, State Of Florida
Commission No. HH 243484
My Commission Expires: 3/22/26

Notary Public, State of Florida
My Commission Expires: 3/22/26

# ORDINANCE NO. 22-23-21

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, AND C-21-34-29-050-0140-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, AND C-21-34-29-050-0140-0000 (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 March 14, 2023, to review the small-scale amendment to the Property, identified by CPA-23-616SS, which proposes a change to the Future Land Use Map of the Plan; and

**WHEREAS**, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-616SS and adoption of the subject Future Land Use Map amendment; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-616SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

**WHEREAS**, the County has determined that the proposed Future Land Use Map amendment, CPA-23-616SS, is consistent with the goals, objectives and policies of the Plan; and

**WHEREAS**, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map

amendment, CPA-23-616SS; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-616SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

**WHEREAS**, the County has determined that the Property that is the subject of CPA-23-616SS is not located within an area of critical state concern; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

**NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.**

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, and C-21-34-29-050-0140-0000 consisting of approximately 39.72 acres and more particularly described as:

> All of Farm Lots 10, 11, and 12, and the north half of Farm Lots 13 and 14, Lake View Park Tract, in Section 21, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

is hereby changed from "Agriculture" to "Medium Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium Density Residential.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The

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

**SECTION 4. SAVINGS CLAUSE.** All prior actions of Highlands County pertaining to CPA-23-616SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5**. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

**DONE AND ADOPTED this 18th day of April, 2023.**

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2123, changing the Official Zoning Atlas for three parcels totaling an approximate 39.72 acres, from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD).** |

---

## STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for three (3) parcels totaling an approximate 39.72 acres, from AU to M-2 FUD. The parcels contain a citrus grove. The Applicant is proposing to utilize the property for a future mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-616SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2123 as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-82, P&Z 2123, changing the Official Zoning Atlas for an approximate 39.72 acres from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2123 for BCC Center Ridge Caretaking, MLK MHP.pdf
Application P&Z 2123 - Center Ridge Caretaking, MLK MHP.pdf
Resolution P&Z 2123 - Center Ridge Caretaking, MLK MHP.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 4/18/2023 |
| **Case Number:** P&Z 2123 | **Case Name:** Center Ridge Caretaking MLK Mobile Home Park |
| **Agent:** Rick Whidden | **Property Owners:** Center Ridge Caretaking, Inc., Center Ridge Fruit Co, LLC, and M.E. Stephens, IV |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Rezone three (3) parcels totaling an approximate 39.72 acres, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: Three (3) parcels totaling an approximate 39.72 acres, located in the Lake View Park Tract subdivision, on the east side of Martin Luther King Jr. Boulevard, approximately 0.51 miles south of Arbuckle Creek Road, 1.00 miles northeast of Sebring Parkway, and 0.94 miles north of E O Douglas Avenue; the addresses being 1691 Lucas Drive, 1736 Martin Luther King Jr. Boulevard, and 1740 Martin Luther King Jr. Boulevard, Sebring

PARCEL ID: C-21-34-29-050-0100-0000
C-21-34-29-050-0130-0000
C-21-34-29-050-0140-0000

**Staff Recommendations and Minutes:**

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-82, P&Z 2123, changing the Official Zoning Atlas for an approximate 39.72 acres from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2123, changing the Official Zoning Atlas for an approximate 39.72 acres from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the March 14, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "<u>D. HEARING NUMBER P&Z 2123 – CENTER RIDGE FRUIT CO., LLC, M.E. STEPHENS, IV, AND CENTER RIDGE CARETAKING, INC., C/O RICK WHIDDEN</u>** Three (3) parcels totaling an approximate 39.72 acres, located in the Lake View Park Tract subdivision, on the east side of Martin Luther King Jr. Boulevard, approximately 0.51 miles south of Arbuckle Creek Road, 1.00 miles northeast of Sebring Parkway, and 0.94 miles north of E O Douglas Avenue; the addresses being 1691 Lucas Drive, 1736 Martin Luther King Jr. Boulevard, and 1740 Martin Luther King Jr. Boulevard, Sebring; and legally described as follows: All of Farm Lots 10, 11, and 12, and the north half of Farm Lots 13 and 14, Lake View Park Tract, in Section 21, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

   The applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mr. Roberts read the request and Mrs. Culpepper and Mr. Whidden presented the request. Mrs. Culpepper noted that Staff is recommending the request include a Flexible Unity Development (FUD) to address setback issues that would have a negative impact on abutting non-residentially zoned properties. There were no letters received; no one spoke for or against the request, and one (1) member of the audience, Mr. Flowers, spoke with concerns including drainage, city sewer and water connections, and whether a landscaping buffer will be required. Mr. Whidden confirmed that there will be a 20-foot buffer along the northern property line.

   Motion by Mrs. Ezell and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2123, changing the Official Zoning Atlas for an approximate 39.72 acres from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

   Upon roll call, all members voted yes. **Motion carried 5-0."**

4. **Due to the potential setback impacts to the adjacent property that contains an auto salvage yard, staff recommends that the zoning change from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), instead of straight M-2, with the following conditions of approval, which are included in the adopting resolution:**

   1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.

   2. A 75-foot setback shall be required for any development adjacent to the I-2 zoned property to the south and all I-2 uses. Uses within this setback shall be

limited to landscaping, walkways, driveways, retention, recreation or other open space.

3. An FUD development plan shall not be required with this zoning change; however, the Master Park Plan required at the time of development must show the required 75-foot setback as set forth above.

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a change to the Official Zoning Atlas for three (3) parcels totaling an approximate 39.72 acres, from AU to M-2.

The parcels contain a citrus grove. The Applicant is proposing to utilize the property for a future mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-616SS.

**2. Notices to Surrounding Property Owners.**

On February 13, 2023, notices were mailed to 129 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

**3. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Citrus Grove | AG | AU |
| Adjacent Property to the North | Groves/ Single-Family Residences (SFRs)/ Mobile Homes/ Vacant | AG | AU |
| Adjacent Property to the South | Grove/ Jim's Auto Salvage | RM/Industrial (I) | AU/Industrial District (I-2) |
| Adjacent Property to the East | SFR | AG | AU |
| Adjacent Property to the West | Mobile Homes | RM | Mobile Home and Residential Subdivisions District (M-1-S)/ Mobile Home Subdivisions District (M-1) |

**4. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

**Zoning…**Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

**Department Comments and Analysis of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

**Natural Resources:** No comment. […] Existing groves with no natural habitat remaining.

**Florida Department of Health:** No objection.

**2. The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection.

**3. The following Departments, Divisions, and Agencies did not respond:** City of Sebring, School Board of Highlands County, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

**4. Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation between 110 to 140 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

**B. Zoning Analysis:**

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 15 persons; 39.72 acres ÷ 5 acres = 7.94 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning allows a maximum of 8 dwelling units per acre and would carry a potential population yield of 713 persons; 39.72 acres x 8 dwelling units = 317.76 dwelling units; 317 x 2.25 persons = 713.25 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C00143C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Martin Luther King Jr Blvd.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to comply with Section 12.05.222 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

**F.** **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation are residential in nature. Any project development will likely generate student impacts to the school district; school concurrency **is** required.

**G.** **Airports:** The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 6.0 miles northwest of the Sebring Regional Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2123, changing the Official Zoning Atlas for an approximate 39.72 acres from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law, with the following conditions of approval:**

1. **The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.**
2. **A 75-foot setback shall be required for any development adjacent to the I-2 zoned property to the south and all I-2 uses. Uses within this setback shall be limited to landscaping, walkways, driveways, retention, recreation or other open space.**
3. **An FUD development plan shall not be required with this zoning change; however, the Master Park Plan required at the time of development must show the required 75-foot setback as set forth above.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

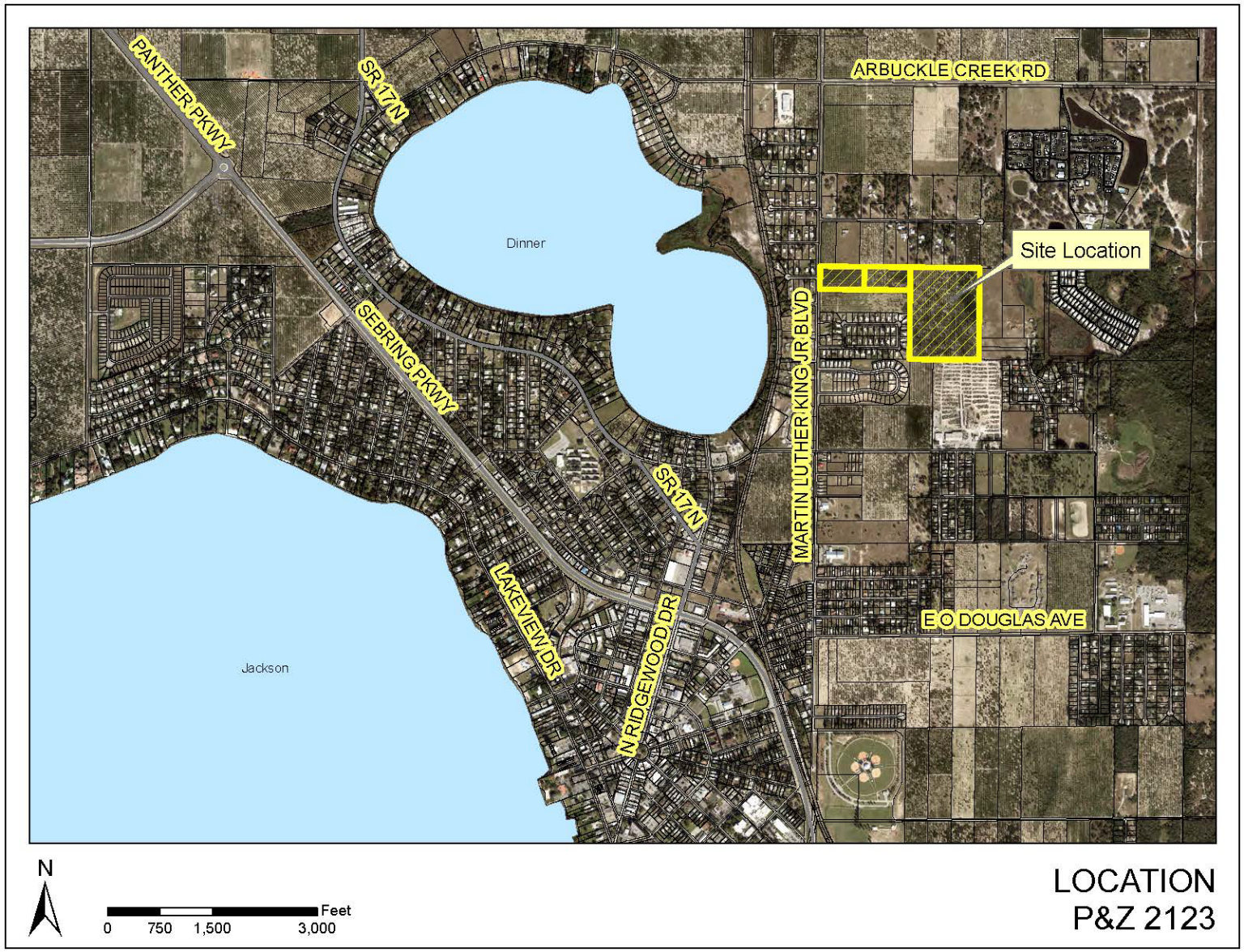

PANTHER PKWY
SR 17N
ARBUCKLE CREEK RD
Dinner
Site Location
SEBRING PKWY
MARTIN LUTHER KING JR BLVD
SR 17N
LAKEVIEW DR
N RIDGEWOOD DR
E O DOUGLAS AVE
Jackson
N
Feet
0 750 1,500 3,000
LOCATION
P&Z 2123

Exhibit 2:

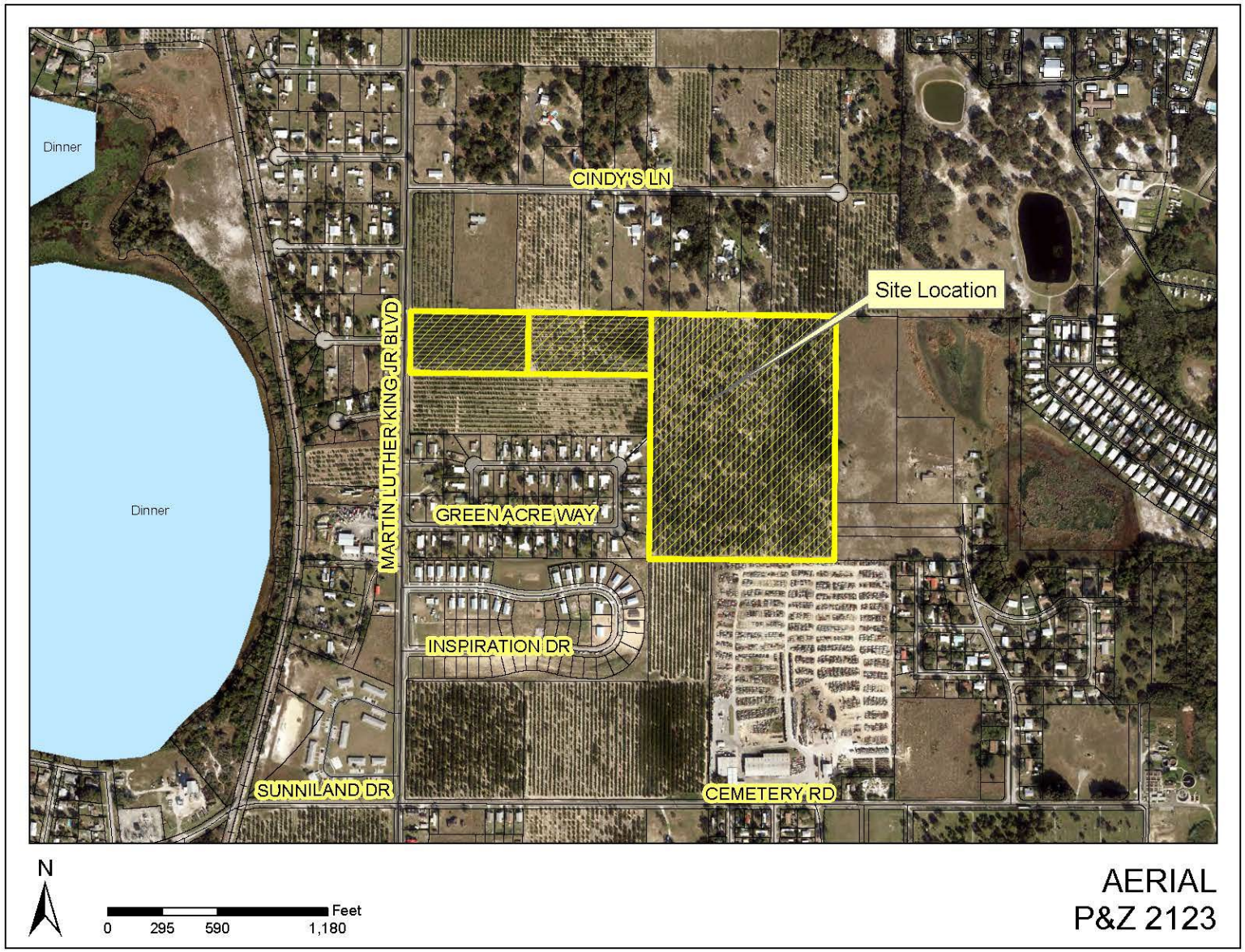

Dinner
Dinner
CINDY'S LN
Site Location
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
N
0
295
590
1,180
Feet
AERIAL
P&Z 2123

Exhibit 3:

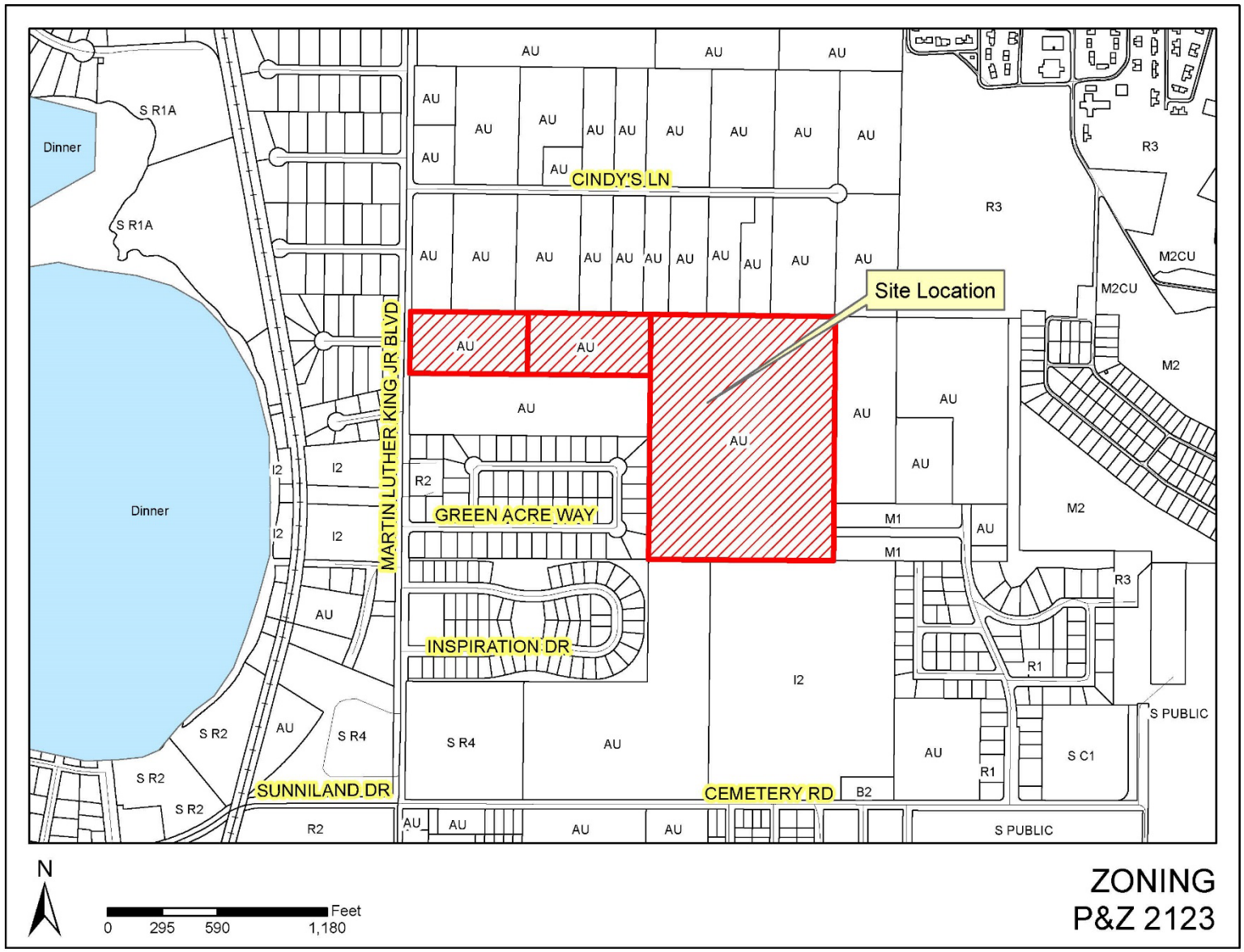
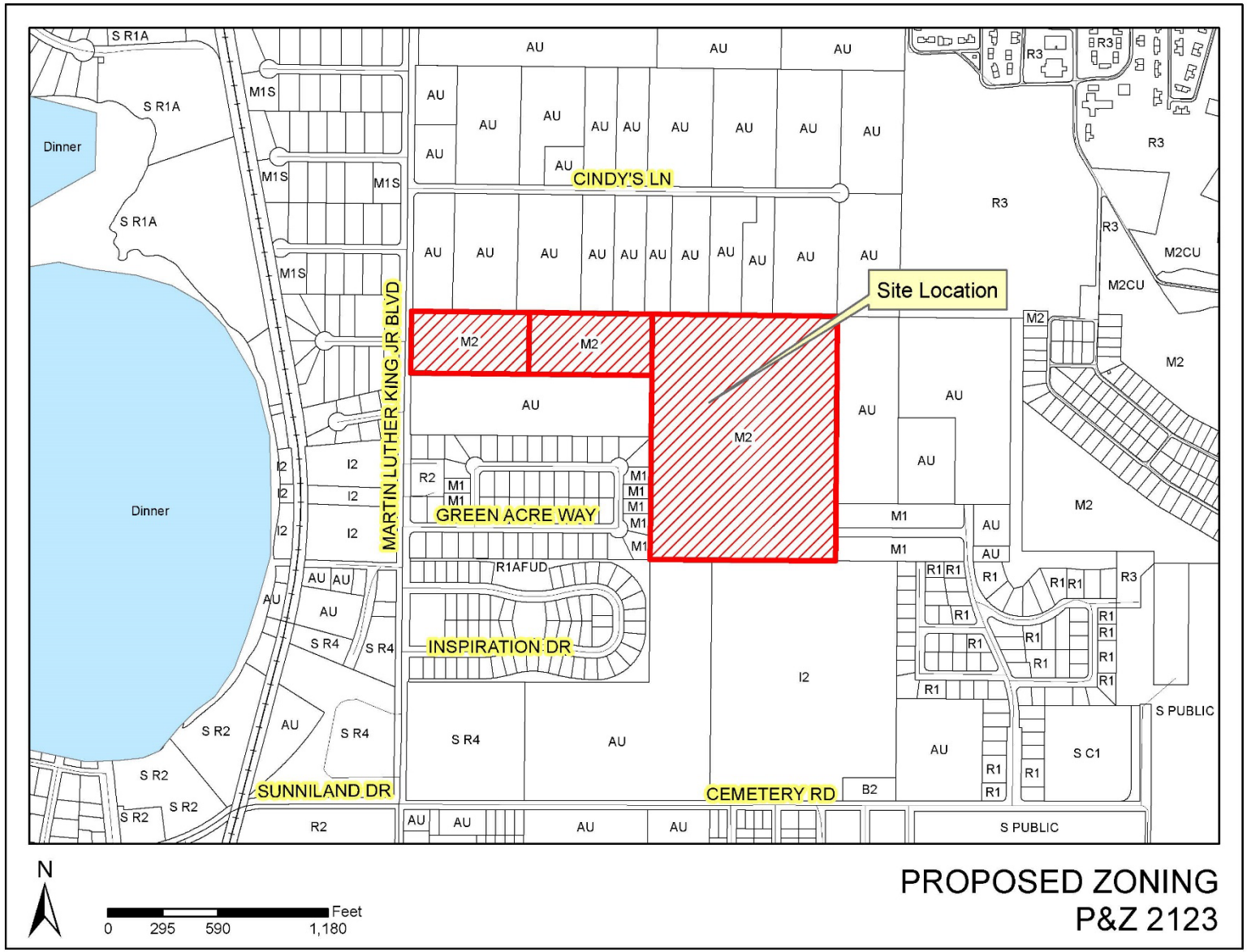

Site Location
CINDY'S LN
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
Dinner
S R1A
AU
R2
I2
R3
M2CU
M2
M1
R1
B2
S C1
S PUBLIC
S R2
S R4
N
0 295 590 1,180 Feet
ZONING
P&Z 2123

Exhibit 4:


Site Location
CINDY'S LN
GREEN ACRE WAY
INSPIRATION DR
SUNNILAND DR
CEMETERY RD
MARTIN LUTHER KING JR BLVD
R1AFUD
Dinner
Dinner
S PUBLIC
S PUBLIC
N
0
295
590
1,180
Feet
PROPOSED ZONING
P&Z 2123

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** AU
**Zoning change to:** M-2

***Note:*** *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

**********

## SECTION I: STAFF USE ONLY:

Project # 2301 0010

**P&Z Hearing Number:** 2123 **Date of Application:** 1/18/2023 (updated 1/25/2023)
**Amount of Fee: $** 1950.00 **Receipt No.:** 430000000135 **Tax Map No.:** 89C
**Hearing Dates: LP:** _____ **P&Z:** 3/14/2023 **BCC:** 4/18/2023

**********

**This application has been reviewed for completeness and determined sufficient:**

Rachel B ____ 1/25/2023
**Zoning Supervisor** **Date**

**********

## SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** CENTER RIDGE CARETAKING, INC. & CENTER RIDGE FRUIT CO, LLC & M.E. STEPHENS IV
   **Mailing Address:** 1531 LAKEVIEW DR
   **Telephone No.:** (863) 698-4385 **E-Mail Address:** gflaurent@live.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:** RICK WHIDDEN
   **Mailing Address:** 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   **Telephone No.:** (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@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 ATTACHED

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C-21-34-29-050-0130-0000 **STRAP #:**C-21-34-29-050-0140-0000
   **STRAP #:**C-21-34-29-050-0100-0000 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   1736 & 1740 MARTIN LUTHER KING JR BLVD SEBRING, FLA. 33870 AND 1691 LUCAS DR SEBRING, FLA. 33870

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
   **Are the Zoning and Comprehensive Plan Consistent?** ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,003.02 +/- feet, (depth) 2,282.02 +/- feet, street frontage 331.00 +/- feet, water frontage -0- feet, **Total acres** _____
   **If different from the total acreage,** the upland, or developable portion is 39.72 +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

   **If multiple units,** the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

| | Existing Uses | FLUM Designations | Zoning Districts |
|---|---|---|---|
| **North** | CITRUS & RESIDENTIAL | AG | AU |
| **South** | CITRUS & JUNK YARD | INDUSTRIAL & RM | AU & I-2 |
| **East** | VACANT | AG | AU & M-1 |
| **West** | RESIDENTIAL | RM | M-1-S |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
    PROPOSED CHANGE IS CONSISTENT WITH EXISTING MOBILE HOME DEVELOPMENTS IN THE ADJOINING AREA.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    MAXIMUM OF 317 DWELLING UNITS

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

**********

**SECTION V: ADDITIONAL INFORMATION REQUIRED:** 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately SEE ATTACHED gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N/A **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

**If Yes,** the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately SEE ATTACHED gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS refuse collection company.

**Note:** The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: RECREATION & GREEN SPACE WILL BE MEET @ TIME OF DEVELOPMENT

    **Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No

    **If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

CENTER RIDGE CARETAKING-LEGAL DESCRIPTION (MLK BLVD)

NORTH HALF OF FARM LOT 13, LAKE VIEW PARK TRACT, ACCORDING TO TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID LANDS ALSO BEING DESCRIBED AS:
NORTH HALF OF FARM 13, SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT OF LAKE VIEW PARK TRACT AS RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.

AND

THE NORTH HALF OF LOT 14 IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, OF LAKE VIEW PARK TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART AND RECORDED IN TRANSCRIPT BOOK AT PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

AND

LOT 10, LOT 11 AND 12, OF LAKE VIEW PARK TRACTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN TRANSCRIPT BOOK, AT PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANS COUNTY, FLORIDA. ALSO DESCRIBED AS THE WEST 30 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

JOHN SHOOP MAYOR

COUNCIL:
TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
ROLAND BISHOP
TERRY MENDEL
MARK STEWART

SEBRING CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

January 19, 2023

Mr. Jeff Kennedy
7045 County Road 17 S
Sebring, FL 33876

Re: 1740 Martin Luther King Blvd, 1736 Martin Luther King Blvd and 1691 Lucas Dr. (C-21-34-29-050-0140-0000, C-21-34-29-050-+0130-0000 and C-21-34-29-050-0100-0000) Water & Wastewater capacity request for proposed residential development

Dear Mr. Kennedy,

Listed below is the water and wastewater capacities data you requested for the above referenced project.

**Potable Water**

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

**Wastewater Treatment**

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

**Department**
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

# School Board of Highlands County
# School Capacity Planning Tool for Comprehensive Plan Amendments

January 30, 2023

Jeff Kennedy
7045 County road 17 S.
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant: Jeff Kennedy
Location (map attached): 1740 Martin Luther King Blvd., 1736 Martin Luther King Blvd., 1691 Lucas Dr. C-21-34-29-050-0140-000, C-21-34-29-050-0130-0000, C-21-34-29-050-0100-0000

School Attendance Zones:
Elementary: **Woodlawn Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family 317 Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 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**

**A fully accredited school system of the Southern Association of Colleges and Schools**
**Equal Opportunity Employment and Veteran's Preference Employer**

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

**Department**
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

| School | Capacity | 5-Year Work Program Added Capacity | Available Planning Capacity | Proposed Development Student Generation | Available Capacity including Proposed Development (+/-) |
|---|---|---|---|---|---|
| Woodlawn Elementary | 38.80 | 0 | 38.80 | 27.27 | 11.53 |
| Sebring Middle | 124.21 | 0 | 124.21 | 13.00 | 111.21 |
| Sebring High | 527.98 | 0 | 527.98 | 15.54 | 512.44 |

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/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**

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CENTER RIDGE CARETAKING, INC, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: M E Stephens V

Print Name: Tracy L Lehman

CENTER RIDGE CARETAKING

a FLORIDA corporation.

By: _____

Print Name: GEORGE P. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George P Laurent who is personally known by me [ ] or who has produced _____, as identification and who did take an oath: Not

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Signature

Tracy L. Lehman

Print Name

Notary Public, State of Florida
My Commission Expires: 10/13/2025

## Highlands County, Florida
## Development Services Department Application

### OWNER'S AFFIDAVIT (Corporation)

I, CENTER RIDGE FRUIT CO LLC, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: ME Stephens

Print Name: Tracy L Lehman

CENTER RIDGE FRUIT CO.

a FLORIDA corporation.

By: _____

Print Name: GEORGE F. LAURENT

Title: VICE PRESIDENT

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 10 day of January, 2023 by George F Laurent who is personally known by me [ ] or who has produced _____, as identification and who did take an oath: not

Signature

Tracy L Lehman

Print Name

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Notary Public, State of Florida
My Commission Expires: 10/13/2025

**Highlands County, Florida**
**Development Services Department Application**

**OWNER'S AFFIDAVIT**

I, M. E. STEPHENS IV, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

**Please initial the appropriate line:**

No contact is required. _____

An appointment is required before entering the property. _____

M. E. STEPHENS IV
Print Name of Owner

M E Stephens IV
Signature of Owner

1531 LAKEVIEW DR
Address: Number and Street (P.O. Box)

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 10 day of January, 2023, by M E Stephens IV who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Notary Public State of Florida
Tracy L Lehman
My Commission
HH 186169
Exp.10/13/2025

Tracy L Lehman
Signature

Tracy L Lehman
Print Name

Notary Public, State of Florida
My Commission Expires: 10/13/2025

**Highlands County, Florida**
**Development Services Department Application**

**AGENT'S AFFIDAVIT**

I, RICK WHIDDEN, 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.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
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 17 day of January, 2023 by Richard Whidden who is personally known by me ☑ or who has produced Drivers License, as identification and who did take an oath:

Allison Hill
Notary Public, State Of Florida
Commission No. HH 243484
My Commission Expires: 3/22/26

Allison Hill
Signature

Allison Hill
Print Name

Notary Public, State of Florida
My Commission Expires: 3/22/26

# RESOLUTION NO. 22-23-82

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, AND C-21-34-29-050-0140-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, and C-21-34-29-050-0140-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

**WHEREAS,** the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel IDs# C-21-34-29-050-0100-0000, C-21-34-29-050-0130-0000, and C-21-34-29-050-0140-0000 and more particularly described as:

> All of Farm Lots 10, 11, and 12, and the north half of Farm Lots 13 and 14, Lake View Park Tract, in Section 21, Township 34 South, Range 29 East, according to the map or plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District with a Flexible Unit Development, M-2 FUD.

**SECTION 3. General Conditions, Restrictions and Limitations.** This M-2 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.291 of the Highlands County Code of Ordinances (the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.

2. A 75-foot setback shall be required for any development adjacent to the I-2 zoned property to the south and all I-2 uses. Uses within this setback shall be limited to landscaping, walkways, driveways, retention, recreation or other open space.

3. An FUD development plan shall not be required with this zoning change; however, the Master Park Plan required at the time of development must show the required 75-foot setback as set forth above.

**SECTION 4. Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed

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

**SECTION 5. Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2123, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

**SECTION 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. Effective Date.** This Resolution shall take effect immediately after Highlands County Ordinance 22-23-21, adopting a small-scale comprehensive plan amendment, CPA-23-616SS, changing the land use designation on the Property from Agriculture, AG, to Medium Density Residential, RM.

**DONE AND ADOPTED**, this 18h day of April 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Kenya A. Anderson, MSP, Project Manager**
**James D. Langford, P.E., County Engineer**

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-83 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplemental Agreement No. 2") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 22-23-91 for Budget Amendment 22-23-075.**

---

## STATEMENT OF ISSUE

Attached for your approval is the Supplemental Agreement No. 2 and resolution to allocate additional funds to FDOT Contract G1062 between FDOT and Highlands County for the design, construction, and construction engineering and inspection (CEI) services of a 5-foot-wide sidewalk along the right-of-way of Sun-N-Lake Boulevard (North Side) from West of Columbus Boulevard to East of Columbus Boulevard in Sebring for an approximate distance of 1,600 linear feet., in conjunction with Budget Amendment 22-23-91 and the accompanying Resolution.

FDOT is willing to provide the County with additional financial assistance under the FDOT Financial Project No. 441739-1-38/58/68-01, in the total amount of $ 100,000 (One Hundred Thousand Dollars) for construction and CEI services for the extension of the sidewalk along Sun-N-Lake Boulevard (North Side) from West of Columbus Boulevard to East of Columbus Boulevard. The estimated completion date is September 2023.

The Board Attorney has reviewed and approved the Supplemental Agreement No. 2 and the accompanying resolution. Kenya A. Anderson is the project manager for this project. James D. Langford, PE is the engineer of record.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-83 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplemental Agreement No. 2") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 22-23-91 for Budget Amendment 22-23-075.**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $100,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 19016 (Sun-N-Lake Blvd Sidewalk from W of Columbus to

E of Columbus), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.

Attachments: 441739-1 LAP Supplemental Agreement #2_.pdf
Sun-N-Lake_Location Map.pdf
22-23-075R Project 19016 Sun 'N Lake Blvd Sidwalk.pdf
BA 22-23-075 Sun 'N Lkake Blvd Sidewalk.pdf

**RESOLUTION NO. 22-23-83**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SUPPLEMENTAL NO.: 2 TO THE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO CONTRACT NO.: G1O62, FINANCIAL PROJECT NO.: 441739-1-38/58/68-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Highlands County adopted Resolution No.: 19-20-90, on June 23, 2020, approving the Grant Agreement with the FDOT, pursuant to Contract Number G1O62, FDOT Financial Project No.: 441739-1-38/58/68-01, for the Sun-N-Lake Sidewalk Project, Sun-N-Lake Boulevard from W. Columbus Bouleard to E. of Columbus Boulevard, 5 Foot Sidewalk along the northside of roadway (Project), and on September 20, 2022, Highlands County adopted Resolution No.: 21-22-187, approving Supplemental No. 1 to Contract Number G1O62, FDOT Financial Project No.: 441739-1-38/58/68-01 (collectively "Agreement"); and

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

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

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

**SECTION 2.** **Approval of Amendment and Authorization to Execute.** Supplemental No. 2 to the Agreement, related to Contract Number G1O62, FDOT Financial Project No.: 441739-1-38/58/68-01, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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

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

**SECTION 4.** **Savings Clause.** All prior actions of Highlands County pertaining to Supplemental No. 2 to the Agreement pertaining to Contract Number G1O62, FDOT Financial Project No.: 441739-1-38/58/68-01, for the Project approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**Exhibit "A"**
Supplemental No. 2
Contract Number G1O62
FDOT Financial Project No.: 441739-1-38/58/68-01

# LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT



| | |
|---|---|
| SUPPLEMENTAL NO.<br>2 | FEDERAL ID NO. (FAIN)<br>D120-065-B |
| CONTRACT NO.<br>G1O62 | FEDERAL AWARD DATE<br>06/08/2020 |
| FPN<br>441739-1-38/58/68-01 | RECIPIENT UNIQUE ENTITY ID SAM NO.<br>DVGCMAE96DX5 |

Recipient, Highlands County, desires to supplement the original Agreement entered into and executed on 06/23/2020 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

## PROJECT DESCRIPTION

Name Sun-N-Lake Blvd from W Columbus Blvd to E of Columbus Blvd Length 0.3 miles

Termini 5 Foot Sidewalk along the northside of roadway

Description of Work:
The purpose of the project consists of the design, construction, and construction engineering and inspection of a 5-foot-wide sidewalk along the right-of-way of Sun-N-Lake Blvd (North Side) from W of Columbus Blvd to East of Columbus Blvd in Sebring for an approximate distance of 1,600 linear feet.

Reason for Supplement and supporting engineering and/or cost analysis:

The purpose of this Supplemental Agreement #2 is to add funding in the amount of $100,000.00 (One-Hundred Thousand Dollars) in supplement additional cost incurred from high bids due to inflation in Construction funding for fiscal year 2023 as show in the Adjusted Exhibit “B” Schedule of Financial Assistance.

**The Local Agency Program Agreement is amended as follows:**

a. Exhibit “B” SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the “ADJUSTED EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE” and is incorporated by reference.

b. Section 4 a under project cost on page 1 of the June 23, 2020, Local Agency Program Agreement is replaced in its entirety by:
   The total cost of the project is $482,146.00 (Four Hundred Eighty-Two Thousand One Hundred Forty-Six Dollars). The amount is based upon the schedule of funding in Exhibit “B”, Schedule of Financial Assistance attached to and incorporated in the Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided in paragraph 5.1.

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# LOCAL AGENCY PROGRAM
# SUPPLEMENTAL AGREEMENT
# ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE



RECIPIENT NAME & BILLING ADDRESS: Highlands County
505 South Commerce Ave
Sebring, FL 33870

FINANCIAL PROJECT NUMBER: 441739-1-38/58/68-01

| PHASE OF WORK By Fiscal Year | FUNDING | | | | | |
|---|---|---|---|---|---|---|
| | (1) PREVIOUS TOTAL PROJECT FUNDS | (2) ADDITIONAL PROJECT FUNDS | (3) CURRENT TOTAL PROJECT FUNDS | (4) TOTAL LOCAL FUNDS | (5) TOTAL STATE FUNDS | (6) TOTAL FEDERAL FUNDS |
| **Design** | | | | | | |
| FY: 2020/2021 (SL) | $35,893.00 | | $35,893.00 | | | $35,893.00 |
| FY: (Insert Program Name) | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| **Total Design Cost** | $35,893.00 | $ 0.00 | $35,893.00 | $ 0.00 | $ 0.00 | $35,893.00 |
| **Right-of-Way** | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| **Total Right-of-Way Cost** | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **Construction** | | | | | | |
| FY: 2022/2023 (SL) | $180,896.00 | $100,000.00 | $280,896.00 | | | $280,896.00 |
| FY: 2022/2023 (ACSL) | $106,000.00 | | $106,000.00 | | | $106,000.00 |
| FY: (_____) | | | | | | |
| **Total Construction Cost** | $286,896.00 | $100,000.00 | $386,896.00 | $ 0.00 | $ 0.00 | $386,896.00 |
| **Construction Engineering and Inspection (CEI)** | | | | | | |
| FY: 2022/2023 (ACSL) | $14,357.00 | | $14,357.00 | | | $14,357.00 |
| FY: 2022/2023 (SL) | $45,000.00 | | $45,000.00 | | | $45,000.00 |
| FY: (Insert Program Name) | | | | | | |
| **Total CEI Cost** | $59,357.00 | $ 0.00 | $59,357.00 | $ 0.00 | $ 0.00 | $59,357.00 |
| **(Insert Phase)** | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| FY: (Insert Program Name) | | | | | | |
| **Total Phase Costs** | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL COST OF THE PROJECT** | $382,146.00 | $100,000.00 | $482,146.00 | $ 0.00 | $ 0.00 | $482,146.00 |

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
13393669 7A4144B...
Signature

03/16/2023 | 3:33 PM EDT
Date

DocuSign Envelope ID: 8C997EB5-FF22-4EC2-8379-E56A6637E746



IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Highlands County

By:_____
Name: Chris Campbell
Title: Chair

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

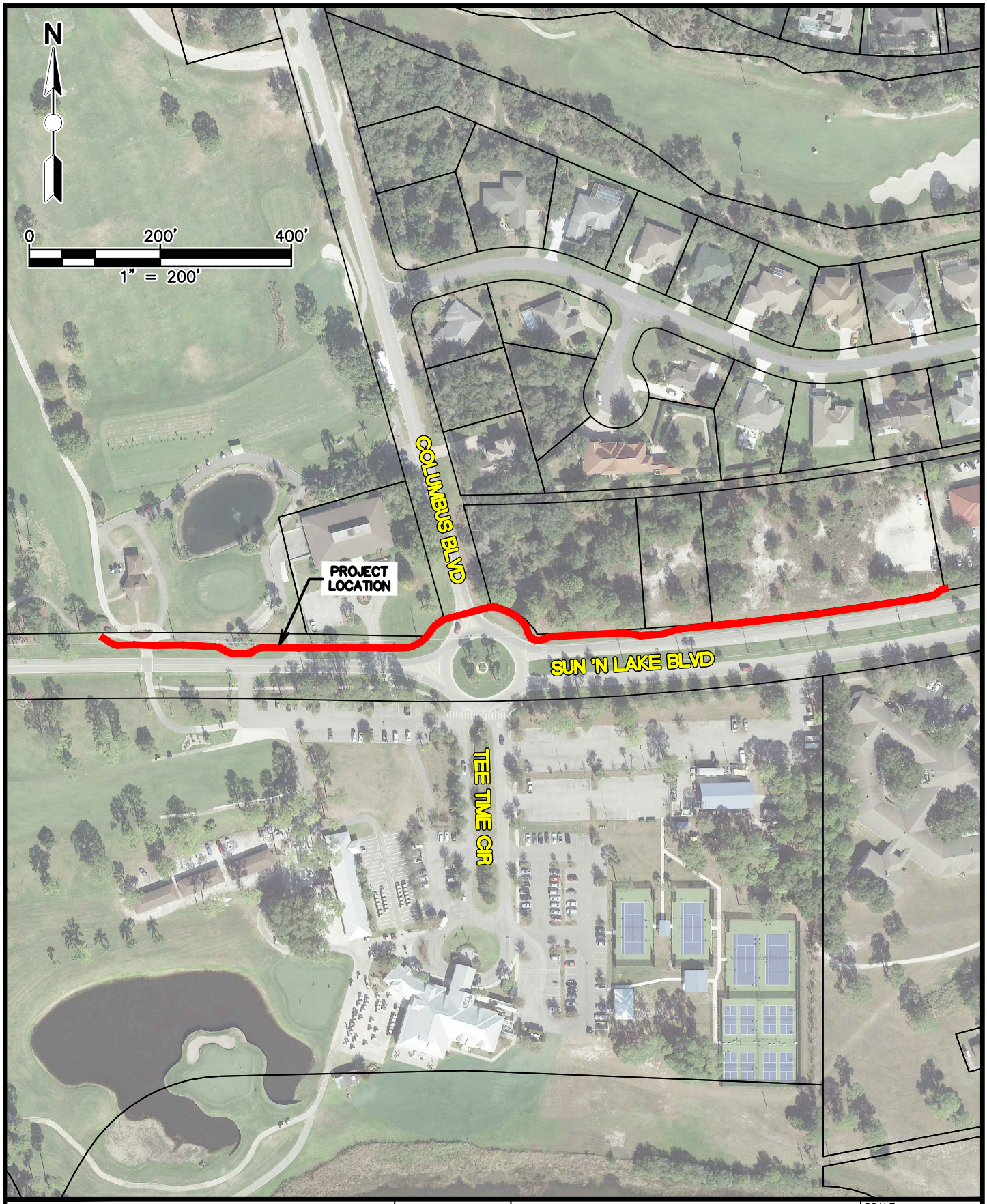
By:_____
Name:
Title:

Date:_____

Legal Review:

DS
DC

_____




HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: CLINTON HOWERTON, JR., P.E.
FLORIDA REGISTRATION NO.: 61021
DATE: 9/7/2022

# SUN 'N LAKE BOULEVARD SIDEWALK IMPROVEMENTS

## PROJECT LOCATION MAP

DRAWN BY: STACEY MAHONEY
CHECKED BY: KENYA ANDERSON
IN CHARGE: J.D. LANGFORD, JR., P.E.

SCALE:
HORIZ. 1"=200'
VERT. N/A
DRAWING NO. 19016
REV. 0
DATE: 9/7/2022
SHEET 1 OF 1

REVISIONS

| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
|---|---|---|---|---|---|
| | | | | | |

**RESOLUTION NO. 22-23-91**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-075 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**SECTION 2.** **Approval of Budget Amendment.** Budget Amendment 22-23-075 is hereby approved and authorized to appropriate additional funding from Florida Department of Transportation (FDOT) for Project 19016 Sun 'N Lake Blvd. Sidewalk from W. of Columbus Blvd. E. of Columbus Blvd. to cover the funding shortfall for construction for an increase in the amount of $100,000.00.

**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 18th day of April 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
April 6, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/5/2023** SUBMITTED BY: **James D. Langford, P.E., County Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **19016** PROJECT TITLE(S): **Sun ' Lake Blvd Sidewalk** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 151 | | 3344950Z | Project DOT Grant | 19016 | 346,248.14 | 100,000.00 | | 446,248.14 |
| E | 151 | 4102A | 56301Z | Project Capital Improvements | 19016 | 346,248.14 | 100,000.00 | | 446,248.14 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |

REASON: **This Budget Amendment is necessary to add additional Grant funding for Project #19016 Sun ' N Lake Blvd. Sidewalk.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-075**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

**TRANSFER TYPE:**

_____ ITEM TO ITEM
_____ RESERVE
**XX** BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

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

**DATE OF ACTION REQUEST: April 18, 2023**

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

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-94 for Budget Amendment 22-23-078 to provide funds for the purchase of three (3) brush trucks and two (2) tankers.**

---

## STATEMENT OF ISSUE

Following the consolidation of the nine (9) fire districts into Highlands County Fire Rescue, approval of the budget amendment and resolution will provide funds for the purchase of three (3) brush trucks and two (2) Tankers.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-94 for Budget Amendment 22-23-078 to provide funds for the purchase of three (3) brush trucks and two (2) tankers.**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessments) in the amount of $1,500,000.00. This budget amendment is moving funding from the Fund Balance into Account 56400 (Machinery and Equipment).

Attachments: 2 tankers.pdf
Highlands County Tanker Equipment List.pdf
NJPA-HIGHLANDS COUNTY BOCC-X5H 660A_37968-5_Quote.PDF
22-23-078 Fire Equipment Purchase (BA).pdf
22-23-078R Fire Equipment Purchase (Resolution).pdf

TECHNICAL CENTER
powered by HALL-MARK

# FIRE APPARATUS PROPOSAL

March 24 ,2022
This proposal has been prepared for:
Highlands County Fire Department

Hall-Mark RTC is pleased to offer Highlands County Fire Department two 2024 E-One Aluminum tanker 3,030 gallon. This unit is priced using the Sourcewell Contract. # 113021-RVG-3. This vehicle shall be in accordance with the attached specifications. The purchase price shall also include all vehicle components and NFPA equipment as requested by the fire department and listed in the attached documentation.

Delivery will be F.O.B. Sebring, FL and will be Approximately 540 days after receipt of purchase order at REV RTC in Ocala, FL. The current purchase price for the specified unit is as follows:

| | |
|---|---|
| **2- 2024 E-One Aluminum 3,030 Gallon Tanker Per Attached Quote # 118938: Member # 101703** | **$ 1,122,862.00** |
| **Mounting of customer supplied equipoment on both vehicles:** | **$ + 24,000.00** |
| **Graphics to match new graphics both vehicles:** | **$ + 8,000.00** |
| **Multi Unit Discount:** | **$ - 5,100.00** |
| **Total Cost of two tankers:** | **$ 1,149,762.00** |
| **Optopn # 1. 100 % prepayment Discount With A Performance Bond:** | **$ - 50,000.00** |
| **TOTAL COST OF TRUCK Of Two Tankers:** | **$ 1,099,762.00** |

This proposal was priced protected for one E-One price increase totaling 7.5% that went into effect October 15,2022. This discount is more then offered by Sourcewell.

Steve Kern – Account Manager
725 SW 46th AVE, Ocala, FL 34474 (941) 345-5958

3/24/22
Date

Dee Daniels – Director of Apparatus Sales
725 SW 46th AVE, Ocala, FL 34474 (352) 629-6305

3-24-23
Date

TECHNICAL CENTER
powered by HALL-MARK

725 SW 46th Ave
Ocala, FL 34474

## *Equipment Proposal*

**Customer:** Highsland County - Budget Add-On
**Contact:** Steve Kern
**Last Updated:** June 1, 2022

**PRICING IS VALID FOR 30 DAYS**

| Item | Part # | Vendor | Qty. | Um | Selling Price Each | Extended Selling Price |
|---|---|---|---|---|---|---|
| 2.5 Gal Pressurized Water Extinguisher | 430847 | AFS | 1 | EA | $ 222.72 | $ 222.72 |
| 20 lb ABC Dry Chem Extinguisher | 434747 | AFS | 1 | EA | $ 215.76 | $ 215.76 |
| 15lb CO2 Extinguisher | 431555 | AFS | 1 | EA | $ 530.12 | $ 530.12 |
| 2.5" Gate Valve | 285 | Akron | 1 | EA | $ 602.46 | $ 602.46 |
| Stihl MS462RSCM 20" Chain Saw | MS462RSCM20 | GENESIS | 1 | EA | $ 1,900.08 | $ 1,900.08 |
| Stihl MS460MRS Depth Limiter Kit | 11282610007 | GENESIS | 1 | EA | $ 515.04 | $ 515.04 |
| Rope Bag Red #2 Model | 430203 | CMC | 1 | EA | $ 92.92 | $ 92.92 |
| Rope Bag Orange #2 Model | 430201 | CMC | 1 | EA | $ 92.92 | $ 92.92 |
| Rope KM III 1/2 Red 150' | K01160 | CMC | 150 | FT | $ 1.59 | $ 238.50 |
| Rope Lifeline 1/2 Orange 150' | 273210 | CMC | 150 | FT | $ 1.59 | $ 238.50 |
| Hydrant bag | BK185 | Darley | 1 | EA | $ 77.74 | $ 77.74 |
| 2.5" x (2) 1.5" Gated Wye B-100-A | 02507101 | ELKHART | 1 | EA | $ 318.19 | $ 318.19 |
| WIRELESS HEADSET DRIVER | UHW505 | FIRECOM | 1 | EA | $ 726.45 | $ 726.45 |
| HEADSET WIRELESS OFFICER | FHW505 | FIRECOM | 1 | EA | $ 726.45 | $ 726.45 |
| HEADSET WIRELESS CREW | UHW503 | FIRECOM | 4 | EA | $ 709.05 | $ 2,836.20 |
| MULTI CHANNEL WIRELESS BASE | WB505R | FIRECOM | 2 | EA | $ 1,083.15 | $ 2,166.30 |
| DIGITAL INTERCOM 1 RADIO | 5100D | FIRECOM | 1 | EA | $ 865.65 | $ 865.65 |
| MR-52X | 110-5136-30 | FIRECOM | 1 | EA | $ 169.65 | $ 169.65 |
| HOOK HEADSET NFPA YELLOW | 108-0678-00 | FIRECOM | 6 | EA | $ 8.65 | $ 51.90 |
| FLATHEAD AXE | FA-6 | FIREHOOKS | 1 | EA | $ 62.64 | $ 62.64 |
| PICKHEAD AXE | FAP-6 | FIREHOOKS | 1 | EA | $ 68.21 | $ 68.21 |
| 6' PIKE POLE | NYF-6 | FIREHOOKS | 1 | EA | $ 100.22 | $ 100.22 |
| 8' PIKE POLE | NYF-8 | FIREHOOKS | 1 | EA | $ 123.89 | $ 123.89 |
| SHOVEL-SCOOP 27" W/D-HANDLE | SHV-S27 | FIREHOOKS | 1 | EA | $ 55.68 | $ 55.68 |
| Connection Mallet | CM-2 | FIREHOOKS | 1 | EA | $ 19.72 | $ 19.72 |
| 24" Bolt Cutter | BC-24 | FIREHOOKS | 1 | EA | $ 76.56 | $ 76.56 |
| Elevator Key Set | EKS-12 | FIREHOOKS | 1 | EA | $ 215.76 | $ 215.76 |
| K Tool Kit | KTKIT | FIREHOOKS | 1 | EA | $ 167.04 | $ 167.04 |
| 30" Halligan Tool | PB-30 | FIREHOOKS | 1 | EA | $ 264.48 | $ 264.48 |
| Crow Bar wedge point | CBWP-51 | FIREHOOKS | 1 | EA | $ 69.60 | $ 69.60 |
| 8# Sledge Hammer w/36" yellow fiberglass handle | SHF-8 | FIREHOOKS | 1 | EA | $ 41.69 | $ 41.69 |
| Tarp Blue 12x16 (2pack) | TRTA000457 | AMA | 1 | EA | $ 30.72 | $ 30.72 |
| EForce 3.0 S49 SL-3 (28") | ART.109.173.6 | GENESIS | 1 | EA | $ 14,558.58 | $ 14,558.58 |
| Eforce 3.0 195C SL3 NXTGEN W/2Batt | ART.109.351.4S | GENESIS | 1 | EA | $ 14,344.56 | $ 14,344.56 |
| 22" - 54" Telescopic Ram Eforce 3.0 | ART.041.901.2 | GENESIS | 1 | EA | $ 11,604.06 | $ 11,604.06 |
| Eforce Ram Kit W/12" Ext & V Heads W/Case | ART.011.520.1 | GENESIS | 1 | EA | $ 2,155.86 | $ 2,155.86 |
| Quik-Kut HD Air Hammer Kit | QK.HRS89501 | GENESIS | 1 | EA | $ 2,050.88 | $ 2,050.88 |
| Step Cribbing | CRIBBING SC-1 | GENESIS | 2 | EA | $ 214.60 | $ 429.20 |
| EFORCE GENESIS 3 BAY CHARGER (110v) | ART.105.410.9 | GENESIS | 1 | EA | $ 542.88 | $ 542.88 |
| M28 MILWAUKEE 28V 5 AH BATTERY | ART105.375.5 | GENESIS | 3 | EA | $ 290.00 | $ 870.00 |
| Standard Vehicle Stabilization Kit | 22-796850 | TEAM | 1 | EA | $ 4,380.80 | $ 4,380.80 |
| Hose Roller 1 Person | HHR-1 | Harrington | 1 | EA | $ 156.08 | $ 156.08 |
| Tripod Light M18 Milwaukee 2136-20 | 103468 | NORTHERN TOOL | 2 | EA | $ 462.84 | $ 925.68 |

TECHNICAL CENTER
powered by HALLMARK

725 SW 46th Ave
Ocala, FL 34474

## *Equipment Proposal*

**Customer:** Highsland County - Budget Add-On
**Contact:** Steve Kern
**Last Updated:** June 1, 2022

**PRICING IS VALID FOR 30 DAYS**

| Item | Part # | Vendor | Qty. | Um | Selling Price Each | Extended Selling Price |
|---|---|---|---|---|---|---|
| M18 Battery Charger 6-Port 48-59-1806 | 40529 | NORTHERN TOOL | 1 | EA | $ 149.64 | $ 149.64 |
| M18 Batteries 12.0 AH 48-11-1812 | 71756 | NORTHERN TOOL | 10 | EA | $ 288.84 | $ 2,888.40 |
| M18 Sawzall Milwaukee 2722-21HD | 71747 | NORTHERN TOOL | 1 | EA | $ 520.84 | $ 520.84 |
| Pro Flow 5" x 25' Sections (Yellow) | RC50-450Y-25-STORZ | KEY | 1 | EA | $ 381.64 | $ 381.64 |
| Triple Holder, (1) K07 Hydrant Wrench (2) K01 Spanner Wrenches | K48-3 | KOCHEK | 2 | EA | $ 113.56 | $ 227.12 |
| Double Male | 36R2525 | KOCHEK | 1 | EA | $ 33.69 | $ 33.69 |
| Double Female | 35R2525 | KOCHEK | 1 | EA | $ 71.97 | $ 71.97 |
| 2.5" Male x 5" Storz Adapter | S36S525 | KOCHEK | 1 | EA | $ 148.02 | $ 148.02 |
| 2.5' Femal x 5" Storz Adapter | S37S525 | KOCHEK | 1 | EA | $ 141.53 | $ 141.53 |
| 5" Storz Cap | CC507 | KOCHEK | 2 | EA | $ 103.25 | $ 206.50 |
| 2.5" x 1.5" Adapter | 37R2515 | KOCHEK | 1 | EA | $ 33.33 | $ 33.33 |
| Hydrant Wrench | K07 | KOCHEK | 1 | EA | $ 39.56 | $ 39.56 |
| Spanner | K01 | KOCHEK | 1 | EA | $ 19.14 | $ 19.14 |
| Storz Spanner | KS3 | KOCHEK | 1 | EA | $ 17.86 | $ 17.86 |
| Storz Spanner w/mount | KS34 | KOCHEK | 2 | EA | $ 99.78 | $ 199.56 |
| 4.5" F Swivel Rocker Lug x 5" Storz | S54R545 | KOCHEK | 1 | EA | $ 204.67 | $ 204.67 |
| 6" F Swivel Rocker Lug x 5" Storz 30 degree Elbow | SKE56R | KOCHEK | 2 | EA | $ 240.91 | $ 481.82 |
| FLATHEAD AXE HANGER / POCKET | 1011 | PAC | 1 | EA | $ 59.25 | $ 59.25 |
| PICKHEAD AXE HANGER / POCKET | 1012 | PAC | 1 | EA | $ 88.74 | $ 88.74 |
| Double Male Mount | 1042-2 | PAC | 1 | EA | $ 40.34 | $ 40.34 |
| Double Female Mount | 1042-2 | PAC | 1 | EA | $ 40.34 | $ 40.34 |
| Storz Lok 5" Mount | 1040-5 | PAC | 4 | EA | $ 43.50 | $ 174.00 |
| Mount for Connection Mallet | 1003-HD | PAC | 1 | EA | $ 23.64 | $ 23.64 |
| Halligan Tool Mount Kit | K5032 | PAC | 1 | EA | $ 94.54 | $ 94.54 |
| Sledge Hammer Mount | K5010-12 | PAC | 1 | EA | $ 67.60 | $ 67.60 |
| 2.5" x 1.5" Adapter Mount | 25VMP | SENSIBLE | 1 | EA | $ 42.22 | $ 42.22 |
| 2.5" x 1.5" Gated Wye Mount | QL48Z25C | SOUTHPARK | 1 | EA | $ 34.95 | $ 34.95 |
| Survivor flashlight Orange w/charger | 90503 | Streamlight | 4 | EA | $ 131.40 | $ 525.60 |
| V18 Ventilation Fan | V18-BL | SUPERVAC | 1 | EA | $ 4,363.92 | $ 4,363.92 |
| 1.5" G-FORCE Nozzle with pg | GF3D1S | TFT | 4 | EA | $ 714.00 | $ 2,856.00 |
| Blitzfire 2.5" Monitor, Bracket, Max-Series Nozzle | XXC-32 | TFT | 1 | EA | $ 3,974.86 | $ 3,974.86 |
| Pro-Pak Portable Foam Unit 1.5" | UM-12-NF | TFT | 1 | EA | $ 943.00 | $ 943.00 |
| Pro-Pak Portable Foam Unit Storage Bracket | U-B | TFT | 1 | EA | $ 137.00 | $ 137.00 |
| THUNDERFOG PLAYPIPE 2.5", 95-250 GPM @ 100 PSI SPINNING TEETH | JTS250PPS | TFT | 2 | EA | $ 1,253.50 | $ 2,507.00 |
| Crossfire Combination Package | XFC-52 | TFT | 1 | EA | $ 5,696.06 | $ 5,696.06 |
| Fuel Can 2gal Safety Round | H-1849R | Uline | 1 | EA | $ 127.60 | $ 127.60 |
| Orange Traffic Cones 28" with light | STC-28-CC-BLK P | View Bright | 5 | EA | $ 156.60 | $ 783.00 |
| Wheel Choc | SAC-44-E | ZICO | 2 | EA | $ 212.08 | $ 424.16 |
| Wheel Choc Holder | SQCH-44-H | ZICO | 2 | EA | $ 74.66 | $ 149.32 |
| Bolt Cutter Bracket w/strap | BCB | ZICO | 1 | EA | $ 68.37 | $ 68.37 |

725 SW 46th Ave
Ocala, FL 34474

## *Equipment Proposal*

**Customer:** Highsland County - Budget Add-On
**Contact:** Steve Kern
**Last Updated:** June 1, 2022

**PRICING IS VALID FOR 30 DAYS**

| Item | Part # | Vendor | Qty. | Um | Selling Price Each | Extended Selling Price |
|---|---|---|---|---|---|---|
| Shovel Mount | QM-SH | ZICO | 1 | EA | $ 53.04 | $ 53.04 |
| Shovel Bracket | QM-SB | ZICO | 1 | EA | $ 33.30 | $ 33.30 |
| Chain Saw Mount | QM-CSM-L | ZICO | 1 | EA | $ 113.96 | $ 113.96 |
| Round can holder | QM-RGC-9 | ZICO | 1 | EA | $ 68.92 | $ 68.92 |
| TURTLE TILE | 1212 | TURTLE | 108 | EA | $ 4.47 | $ 482.76 |
| CROWBAR FOOT HOLDER ZINC | CHR55 | SOUTHPARK | 1 | EA | $ 9.05 | $ 9.05 |
| | | | | | | **$ 95,650.17** |
| FREIGHT | | | | | | $ 2,500.00 |
| | | | | | | **$ 98,150.17** |
| | | | | | | |

| Item | Part # | Vendor | Qty. | UM | Selling Price Each | Extended Selling |
|---|---|---|---|---|---|---|
| | | | | | | |
| Big 10 - 2.5" x 50' Sections (White) | DP25-800W-50-ARN | KEY | 8 | EA | $ 195.46 | $ 1,563.68 |
| Pro Flow 5" x 100' Sections (Yellow) | RC50-450Y-100-STORZ | KEY | 12 | EA | $ 774.88 | $ 9,298.56 |
| Combat Ready 1.75" x 50' Sections (Blue) | DP17-1000-B-50-ARN | KEY | 8 | EA | $ 294.64 | $ 2,357.12 |
| Combat Ready 1.75" x 50' Sections (Red) | DP17-1000-R-50-ARN | KEY | 8 | EA | $ 294.64 | $ 2,357.12 |
| Big 10 - 3" x 25' Sections (Red) | DP30-800W-25-ARN | KEY | 1 | EA | $ 194.59 | $ 194.59 |
| | | | | | $ - | $ - |
| | | | | | | **$ 15,771.07** |
| FREIGHT | | | | | | $800.00 |
| | | | | | | **$ 16,571.07** |

If quantities ordered are less than quantities quoted, additional charges may apply. Returned items may be subject to restocking fe

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

*Call Us first, for all of your Fleet Automotive, & Light Truck needs.*

Quote **37968-5**

| | | | | | |
|---|---|---|---|---|---|
| *PHONE (800) ALANJAY (252-6529)* | | DIRECT 863-402-4234 | WWW.ALANJAY.COM | | |
| Corporate Office | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 863-381-3411<br>FAX 863-402-4221 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 | |

ORIGINAL QUOTE DATE
6/7/2022

# QUICK QUOTE SHEET

REVISED QUOTE DATE
4/3/2023

REQUESTING AGENCY **HIGHLANDS COUNTY BOCC**
CONTACT PERSON **BILLY KINGSTON** EMAIL wkingston@highlandsfl.gov
PHONE **863-214-7800** MOBILE FAX

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022.5 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com**

**MODEL** X5H 660A — **MSRP** $66,435.00

**2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 60"CA 168" WB DIESEL**

**CUSTOMER ID** SUPER CAB CCI BRUSH TRUCK — **BASE VEHICLE PRICE** $50,288.00

**BED LENGTH** 60" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

| FACTORY OPTIONS | DESCRIPTION | |
|---|---|---|
| Z1 AS | EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR. | $0.00 |
| 99T 44G | Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, Transmission: TorqShift 10-Speed Automatic | $0.00 |
| 47J | Fire/Rescue Prep Pkg w/EPA Special Emissions (LPO) Requires valid FIN code. )<br>-inc: 7,000 lbs, max front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford urges Fire/Rescue vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation, NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%, NOTE 4: Must meet the definition of an emergency vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the federal register, NOTE 5: California Code of Regulations allows for the sale of federally certified emergency vehicles in California, 397 Amp Alternators, Operator Commanded Regeneration | $1,150.00 |
| X8L | 4:88 AXLE RATIO LIMITED SLIP REAR DIFFERENTIAL | $390.00 |
| 18B | BLACK PLATFORM RUNNING BOARDS | $440.00 |
| 525 | STEERING WHEEL-MOUNTED CRUISE CONTROL (LPO) REQUIRES FIN CODE. | $230.00 |
| 63A | Utility Lighting System -inc: LED side-mirror spotlights | $155.00 |
| 67P | EXTRA HEAVY-DUTY FRONT END SUSPENSION PACKAGE UPGRADES FRONT AXLE TO 7,500LB GAWR | $280.00 |
| 68M | 19,500LB PAYLOAD UPGRADE PACKAGE | $1,150.00 |
| 76C | EXTERIOR BACKUP ALARM | $145.00 |
| 872 | FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL. | $410.00 |
| 90L | Power Equipment Group<br>-inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window | $910.00 |
| 942 | NON PROGRAMABLE DAYTIME RUNNING LIGHTS | $40.00 |
| CPO | SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS. | $0.00 |
| | **FACTORY OPTIONS** | **$5,300.00** |

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022.5 091521-NAF & 060920-NA www.NationalAutoFleetGroup.com**

| CONTRACT OPTIONS | DESCRIPTION | |
|---|---|---|
| IB CARNAGE | Iron Bull "Carnage" Replacement Front Bumper with Full Headlight protection wrap, & Winch Mount Tray. Customer Requests "NO Light Holes" | $3,916.00 |
| 16.5ti | Warn HEAVY WEIGHT series 16.5ti self recovery 16,500lb rated winch with remote, open fairlead, and wire rope. | $2,530.00 |
| ST SSWT | STASZWORKS SUPER SINGLE WHEEL AND TIRE PACKAGE: (Qty 5) 3-Piece 20 X 10 Wheels with (Qty 5) Continental MPT 81 335/80R20. Price Includes Mounting and Freight. | $7,563.00 |
| YT FABTECH | [Ford F-550] Fabtech 4-Link Lift Kit 6" with dual shocks. Vendor to modify (Trim & Spray Line) inside rear factory wheel to shield rear brakes. Includes Installation of Super Single Wheel Tire Package Above. | $9,691.00 |
| CCI Warrior BT3 HC | Chemical Containers Incorporated Warrior Model -3 Brush Truck Conversion. See attached for complete scope of work. | $107,620.00 |
| | **CONTRACT OPTIONS** | **$131,320.00** |

| | |
|---|---|
| **VEHICLE TOTAL** | **$55,588.00** |
| **MSRP DISCOUNT** | **16.3%** |
| **ACCESSORY TOTAL** | **$131,320.00** |
| **CUSTOMER PRICE** | **$186,908.00** |
| **TRADE IN** | |

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~** $0.00

**TOTAL COST LESS TRADE IN(S) QTY 3 $560,724.00**

**Estimated Annual payments for 60 months paid in advance: $41,859.70 Extended: $125,579.11**
**Municipal finance for any essential use vehicle, requires lender approval, WAC.**

**Comments** **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.*

**863-402-4234**

chris.wilson@alanjay.com scott.wilson@alanjay.com christy.self@alanjay.com

| ROW | YEAR | MODEL CODE | MODEL DESCRIPTION | MSRP | CONTRACT PRICE |
|---|---|---|---|---|---|
| 481 | 2022 | X5H 660A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 60"CA 168" WB | $49,095 | $39,370 |
| 482 | 2022 | X5H 660A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 60"CA 168" WB DIESEL | $59,590 | $50,288 |
| 483 | 2022 | X5H 663A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XLT 60"CA 168" WB | $52,815 | $43,275 |
| 484 | 2022 | X5H 663A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XLT 60"CA 168" WB DIESEL | $63,310 | $54,296 |
| 485 | 2022 | X5H 660A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 84"CA 192" WB | $49,270 | $39,536 |
| 486 | 2022 | X5H 660A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 84"CA 192" WB DIESEL | $59,765 | $50,454 |
| 487 | 2022 | X5H 663A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XLT 84"CA 192" WB | $52,995 | $43,446 |
| 488 | 2022 | X5H 663A | 2022 FORD F-550 SUPER CAB CHASSIS DRW 4WD XLT 84"CA 192" WB DIESEL | $63,490 | $54,467 |
| 489 | 2022 | W5G 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 60"CA 179" WB | $46,455 | $36,887 |
| 490 | 2022 | W5G 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 60"CA 179" WB DIESEL | $56,950 | $47,805 |
| 491 | 2022 | W5G 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XLT 60"CA 179" WB | $50,875 | $41,434 |
| 492 | 2022 | W5G 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XLT 60"CA 179" WB DIESEL | $61,370 | $52,455 |
| 493 | 2022 | W5G 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB | $46,630 | $37,052 |
| 494 | 2022 | W5G 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB DIESEL | $57,125 | $47,970 |
| 495 | 2022 | W5G 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XLT 84"CA 203" WB | $51,055 | $41,604 |
| 496 | 2022 | W5G 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 2WD XLT 84"CA 203" WB DIESEL | $61,550 | $52,625 |
| 497 | 2022 | W5H 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 60"CA 179" WB | $49,955 | $40,181 |
| 498 | 2022 | W5H 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 60"CA 179" WB DIESEL | $60,450 | $51,099 |
| 499 | 2022 | W5H 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XLT 60"CA 179" WB | $54,380 | $44,762 |
| 500 | 2022 | W5H 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XLT 60"CA 179" WB DIESEL | $64,875 | $55,783 |
| 501 | 2022 | W5H 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 84"CA 203" WB | $50,135 | $40,351 |
| 502 | 2022 | W5H 660A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 84"CA 203" WB DIESEL | $60,630 | $51,269 |
| 503 | 2022 | W5H 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XLT 84"CA 203" WB | $54,550 | $44,923 |
| 504 | 2022 | W5H 663A | 2022 FORD F-550 CREW CAB CHASSIS DRW 4WD XLT 84"CA 203" WB DIESEL | $65,045 | $55,944 |
| 505 | 2022 | F6K 680A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XL 60"CA 145" WB | $46,970 | $38,409 |
| 506 | 2022 | F6K 680A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XL 60"CA 145" WB DIESEL | $56,295 | $48,161 |
| 507 | 2022 | F6K 683A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XLT 60"CA 145" WB | $51,445 | $43,020 |
| 508 | 2022 | F6K 683A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XLT 60"CA 145" WB DIESEL | $60,770 | $52,864 |
| 509 | 2022 | F6K 680A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB | $47,145 | $38,573 |
| 510 | 2022 | F6K 680A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB DIESEL | $56,470 | $48,325 |
| 511 | 2022 | F6K 683A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XLT 84"CA 169" WB | $51,615 | $43,182 |
| 512 | 2022 | F6K 683A | 2022 FORD F-600 REGULAR CAB CHASSIS DRW 2WD XLT 84"CA 169" WB DIESEL | $60,940 | $53,026 |

ALAN JAY FLEET SALES

863-402-4234

chris.wilson@alanjay.com scott.wilson@alanjay.com christy.self@alanjay.com

Sourcewell Formerly NJPA

Awarded Contract

ALL PRICES INCLUDE FREIGHT AND INSTALLATION

## REGULAR AND SPECIAL FACTORY PRODUCTION OPTIONS

| | | |
|---|---|---|
| RPO | All Regular And Factory Production Options to be offered at discount from MSRP, Copy of Window Sticker Standard equimpment list and MSRP option prices to be provided to customer with each contract conforming quote. | $0.00 |
| SEO | All Special Equipment Factory Production Options to be offered at discount from MSRP, Copy of Window Sticker Standard equimpment list and MSRP option prices to be provided to customer with each contract conforming quote. | $0.00 |
| VSO | All Factory Production Vehicle Specific Options to be offered at discount from MSRP, Copy of Window Sticker Standard equimpment list and MSRP | $0.00 |

## NON-IDENTIFIED CONTRACT OPTIONS

| | | |
|---|---|---|
| NICO | Any Option not listed in this price schedule may be added in accordance with contract guidelines (not to exceed 10% over dealer costs). | $0.00 |
| FORCE MAJEURE | Surcharge for equipment / bodies - add "X" percentge - due to unforeseeable circumstances / acts of God. | $0.00 |

## EXTENDED WARRANTY

| | | |
|---|---|---|
| EWA | Price to be quoted at Florida Mandatory Sales Price. Warranties available through: Ford ESP, GMPP, NISSAN, JM&A, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION. | $0.00 |

## P-CARD AND CREDIT CARD TRANSACTIONS

| | | |
|---|---|---|
| MSF | A 5% convienence fee of the total sale price will be assessed for all merchant service transations above $2,500.00. | $0.00 |

## DERIVE SYSTEMS (Vehicle Specific Engine Programming most Ford & GM models)

| | | |
|---|---|---|
| DS Ford ECONO | Vehicle Speed Limiter and Idle Reduction Program By Derive Systems (Most Ford Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |
| DS Ford IDLE | Vehicle Idle Reduction Program By Derive Systems (Most Ford Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |
| DS Ford SPEED | Vehicle Speed Limiter Program By Derive Systems (Most Ford Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |
| DS GM ECONO | Vehicle Speed Limiter and Idle Reduction Program By Derive Systems (Most GM Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |
| DS GM IDLE | Vehicle Idle Reduction Program By Derive Systems (Most GM Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |
| DS GM SPEED | Vehicle Speed Limiter Program By Derive Systems (Most GM Vehicles, Minimum 5 units requires subscritption with Derive Systems, contact dealer for plan pricing) | $710.00 |

## ADDITIONAL KEYS

| | | |
|---|---|---|
| 3K | Plain cut 3rd key, no programming required (NO REMOTE). | $65.00 |
| 4K | Plain cut 3rd & 4th keys, no programming required (NO REMOTES). | $130.00 |
| 3KR | Additional key and remote, cut and programmed. | $215.00 |
| 4KR | (2) Additional keys and remotes, cut and programmed. | $430.00 |
| 3K SMART | 3rd key and remote for vehicles with proximity access. | $340.00 |
| 4K SMART | 3rd & 4th keys and remotes for vehicles with proximity access. | $680.00 |

ALAN JAY FLEET SALES

863-402-4234

chris.wilson@alanjay.com scott.wilson@alanjay.com christy.self@alanjay.com

Sourcewell Formerly NJPA

Awarded Contract

ALL PRICES INCLUDE FREIGHT AND INSTALLATION

| | | |
|---|---|---|
| AJ WMT-WEST | Westin winch mount tray only, no push bumper or wrap (GM/Ford/RAM/Toyota for up to 12k winch only). | $770.00 |
| AJ WEST-2LIGHT | Westin HDX B-Force flush mount dual 6" LED light kit muonted into front of Westin HDX grille guard. | $555.00 |

## WRAP AROUND GRILLE GUARDS

| | | |
|---|---|---|
| AJ WGG-WEST | Westin HDX wrap around grille guard (GM/Ford/RAM/Toyota). | $985.00 |

## WRAP AROUND GRILLE GUARDS WITH WINCH MOUNTS

| | | |
|---|---|---|
| AJ WGG-MNT-WARN | Warn wrap around grille guard with winch mount plate. (FORD or RAM only, required for M-series and 16.5ti winches). | $2,080.00 |
| AJ WGG-MNT-P-WARN | Warn Wrap around grille guard with winch mount tray & no side wings (FORD or RAM only, required for M-series and 16.5ti winches). | $1,395.00 |
| AJ WGG-MNT-WEST | Westin HDX wrap around grille guard with winch mount tray (GM/Ford/RAM/Toyota for up to 12k winch only). | $1,355.00 |
| AJ WGG-MNT-STER | Sterling manufacturing wrap around grille guard with winch mount tray (fits all makes/models, will accomidate 16.5ti winch). | $1,660.00 |
| AJ WGG-MNT-P-STER | Sterling manufacturing wrap around grille guard with winch mount tray and no headlight guards, center section only (fits all makes/models, will accomidate 16.5ti winch). | $1,510.00 |

## REPLACEMENT BUMPERS

| | | |
|---|---|---|
| IB CARNAGE | Iron Bull "Carnage" Replacement Front Bumper with Full Headlight protection wrap, & Winch Mount Tray. | $3,916.00 |
| FBF171BLR | Ranch Hand replacement bumper, powder coated black. Requires FORD 3500 diesel without forward camera. | $1,795.00 |
| FDB101BLRS | Ranch Hand replacement bumper, powder coated black. Requires RAM 3500 diesel. | $1,795.00 |

## GM MEDIUM DUTY (FOLDS FORWARD)

| | | |
|---|---|---|
| AJ WGG-GMMD | Go Industries wrap around grille guard with tilt forward feature for Chevy 4500, 5500, 6500 medium duty chassis. Allows the hood to be tilted forward for service (Fits ONLY Chevy Medium duty). | $2,340.00 |
| AJ WGG-WMT-GMMD | Go Industries wrap around grille guard with winch mount tray & tilt forward feature for Chevy 4500, 5500, 6500 medium duty chassis. Allows the hood to be tilted forward for service (Fits ONLY Chevy Medium duty). | $2,830.00 |

## STEEL ROPE WINCHES

| | | |
|---|---|---|
| 16.5ti | Warn HEAVY WEIGHT series 16.5ti self recovery 16,500lb rated winch with remote, open fairlead, and wire rope. | $2,530.00 |
| VR EVO 10 | Warn VR EVO self recovery 10,000lb rated winch with remote, open fairlead, and wire rope. | $745.00 |
| VR EVO 12 | Warn VR EVO self recovery 12,000lb rated winch with remote, open fairlead, and wire rope. | $845.00 |

## SYNTHETIC ROPE WINCHES

| | | |
|---|---|---|
| ZEON 10-S | Warn ZEON self recovery 10,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduces rope wear. | $1,655.00 |
| ZEON 12-S | Warn ZEON self recovery 12,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduces rope wear. | $2,435.00 |

# ALAN JAY FLEET TOOL BOXES, HITCHES, AND ACCESSORIES

## CAMERA OPTIONS

| | | |
|---|---|---|
| CAMERA RR | Remove and re-install factory camera from tailgate. | $260.00 |
| CAMERA-F | Dealer installed factory ordered camera (REQUIRES 872). | $195.00 |
| CAMERA-GM | Dealer installed factory ordered camera (REQUIRES 5N5). | $195.00 |
| CAMERA-R | Dealer installed factory ordered camera (REQUIRES XAC). | $195.00 |
| BUC DASH | Back up camera with dash mounted monitor, COMPLETE SYSTEM. | $500.00 |

# Alan Jay Fleet Sales

Chris Wilson | (863)402-4234 | chris.wilson@alanjay.com


Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( ✔ Complete )



**Note:Photo may not represent exact vehicle or selected equipment.**

## Window Sticker

### SUMMARY

[Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA — MSRP:$49,945.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

### OPTIONS

| CODE | MODEL | MSRP |
|---|---|---|
| X5H | [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA | $49,945.00 |
| | **OPTIONS** | |
| 18B | Platform Running Boards | $445.00 |
| 41P | Transfer Case Skid Plates | $100.00 |
| 44G | Transmission: TorqShift 10-Speed Automatic | $0.00 |
| 47J | Fire/Rescue Prep Pkg w/EPA Special Emissions | $1,205.00 |
| 525 | Steering Wheel-Mounted Cruise Control | $235.00 |


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## Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

| | | | |
|---|---|---|---|
| 62R | Transmission Power Take-Off Provision | Inc. | |
| 63A | Utility Lighting System | | $160.00 |
| 660A | Order Code 660A | | $0.00 |
| 67B | 397 Amp Alternators | Inc. | |
| 67P | Extra Heavy-Duty Front End Suspension - 7,500 GAWR | | $285.00 |
| 68M | GVWR: 19,500 lb Payload Plus Upgrade Package | | $1,155.00 |
| 76C | Exterior Backup Alarm (Pre-Installed) | | $150.00 |
| 872 | Rear View Camera & Prep Kit | | $415.00 |
| 90L | Power Equipment Group | | $915.00 |
| 942 | Daytime Running Lamps (DRL) | | $45.00 |
| 98R | Operator Commanded Regeneration | Inc. | |
| 99T | Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 | | $9,325.00 |
| AS | Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat | | $0.00 |
| TGJ | Tires: 225/70Rx19.5G BSW A/P | | $0.00 |
| UM | Agate Black Metallic | | $0.00 |
| X8L | Limited Slip w/4.88 Axle Ratio | | $360.00 |
| | **SUBTOTAL** | | **$64,740.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,695.00 |
| | **TOTAL PRICE** | | **$66,435.00** |

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A


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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

## Standard Equipment

| Mechanical | |
|---|---|
| | Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD) |
| | Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD) |
| | 4.88 Axle Ratio (STD) |
| | 50-State Emissions System |
| | Transmission w/Oil Cooler |
| | Electronic Transfer Case |
| | Part-Time Four-Wheel Drive |
| | 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection |
| | HD 240 Amp Alternator |
| | Towing Equipment -inc: Trailer Sway Control |
| | Trailer Wiring Harness |
| | 10690# Maximum Payload |
| | GVWR: 18,000 lbs Payload Package |
| | HD Shock Absorbers |
| | Front And Rear Anti-Roll Bars |
| | Firm Suspension |
| | Hydraulic Power-Assist Steering |
| | 40 Gal. Fuel Tank |
| | Single Stainless Steel Exhaust |
| | Dual Rear Wheels |
| | Auto Locking Hubs |
| | Front Suspension w/Coil Springs |
| | Leaf Rear Suspension w/Leaf Springs |
| | 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist |
| | Upfitter Switches |
| **Exterior** | |
| | Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included |
| | Tires: 225/70Rx19.5G BSW A/P (STD) |


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## Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

| | |
|---|---|
| **Exterior** | |
| | Clearcoat Paint |
| | Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks |
| | Black Fender Flares |
| | Black Side Windows Trim and Black Front Windshield Trim |
| | Black Door Handles |
| | Black Manual Side Mirrors w/Manual Folding |
| | Manual Extendable Trailer Style Mirrors |
| | Fixed Rear Window |
| | Light Tinted Glass |
| | Variable Intermittent Wipers |
| | Aluminum Panels |
| | Front Splash Guards |
| | Black Grille |
| | Reverse Opening Rear Doors |
| | Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off |
| | Cab Clearance Lights |
| **Entertainment** | |
| | Radio w/Seek-Scan and Clock |
| | Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers |
| | Fixed Antenna |
| | SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls |
| | 2 LCD Monitors In The Front |
| **Interior** | |
| | 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement |
| | 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement |
| | 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat |
| | Manual Tilt/Telescoping Steering Column |
| | Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer |


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## Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

| Interior | |
|---|---|
| | Fixed Rear Windows |
| | FordPass Connect 4G Mobile Hotspot Internet Access |
| | Rear Cupholder |
| | Manual Air Conditioning |
| | HVAC -inc: Underseat Ducts |
| | Illuminated Locking Glove Box |
| | Interior Trim -inc: Chrome Interior Accents |
| | Full Cloth Headliner |
| | Urethane Gear Shifter Material |
| | HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar |
| | Day-Night Rearview Mirror |
| | Passenger Visor Vanity Mirror |
| | 3 12V DC Power Outlets |
| | Full Overhead Console w/Storage and 3 12V DC Power Outlets |
| | Front Map Lights |
| | Fade-To-Off Interior Lighting |
| | Full Vinyl/Rubber Floor Covering |
| | Smart Device Remote Engine Start |
| | Instrument Panel Covered Bin and Dashboard Storage |
| | Manual 1st Row Windows |
| | Systems Monitor |
| | Trip Computer |
| | Outside Temp Gauge |
| | Analog Appearance |
| | Seats w/Vinyl Back Material |
| | Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints |
| | Air Filtration |
| **Safety-Mechanical** | |
| | Driveline Traction Control |


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## Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

| | |
|---|---|
| **Safety-Exterior** | |
| | Side Impact Beams |
| **Safety-Interior** | |
| | Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| | Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch |
| | Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters |
| | Safety Canopy System Curtain 1st And 2nd Row Airbags |
| **WARRANTY** | |
| | Basic Years: 3<br>Basic Miles/km: 36,000<br>Drivetrain Years: 5<br>Drivetrain Miles/km: 60,000<br>Corrosion Years: 5<br>Corrosion Miles/km: Unlimited<br>Roadside Assistance Years: 5<br>Roadside Assistance Miles/km: 60,000 |


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Vehicle: [Fleet] 2022 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA ( Complete )

## Technical Specifications

### Dimensions

#### Interior Dimensions

| | | | |
|---|---|---|---|
| Passenger Capacity | 6 | Front Head Room | 40.8 in |
| Front Leg Room | 43.9 in | Front Shoulder Room | 66.7 in |
| Front Hip Room | 62.5 in | Second Head Room | 40.3 in |
| Second Leg Room | 33.5 in | Second Shoulder Room | 65.8 in |
| Second Hip Room | 64.7 in | | |

#### Exterior Dimensions

| | | | |
|---|---|---|---|
| Wheelbase | 168 in | Length, Overall w/o rear bumper | N/A |
| Length, Overall w/rear bumper | N/A | Length, Overall | 253.3 in |
| Width, Max w/o mirrors | 80 in | Height, Overall | 81.8 in |
| Overhang, Front | 38.3 in | Overhang, Rear w/o bumper | 47.2 in |
| Front Bumper to Back of Cab | N/A | Cab to Axle | 60 in |
| Cab to End of Frame | 107.2 in | Ground to Top of Load Floor | N/A |
| Ground to Top of Frame | N/A | Frame Width, Rear | 34.2 in |
| Ground Clearance, Front | 8.3 in | Ground Clearance, Rear | 8.3 in |
| Body Length | 0.00 ft | Cab to Body | N/A |

#### Cargo Area Dimensions

| | | | |
|---|---|---|---|
| Cargo Box Width @ Top, Rear | N/A | Cargo Box Width @ Floor | N/A |
| Cargo Box Width @ Wheelhousings | N/A | Cargo Box (Area) Height | N/A |
| Tailgate Width | N/A | Cargo Volume | N/A |
| Ext'd Cab Cargo Volume | N/A | | |


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413 ABC Road, Lake Wales, FL 33859

# Upfitting Quotation

**Three (3) 2022 Type 5 Wildland Engine Ford F550 - 4x4 - Diesel**
**EXT Cab Flat Bed Body, Alum, 114**

Submitted To:

**Chris Wilson**
Alan Jay Fleet Sales
For

**Highlands County Fire Rescue**

Specification **Warrior Model-3**

Date: **11/8/2022**

Prepared by:

**Jerry Brown**
**CCI Warrior Fire Apparatus Division**

**PROPOSAL:**
We are pleased to submit the following specifications to you for upfitting a Ford F-550 lifted CCI Warrior Brush Truck per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Warrior Brush Trucks is a division of Chemical Containers Inc. Our manufacturing facility is located at 413 ABC Road Lake Wales, Florida 33859. CCI has been in business since 1983 manufacturing and supporting innovative and quality products for a multitude of industries across the U.S. as well as internationally.

**CHASSIS OPERATIONAL MANUAL:**
The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD} with all the printed material in an electronic format (Adobe Acrobat PDF}.

**FIRE PUMP OPERATIONAL MANUAL:**
A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD} with all the printed material in an electronic format (Adobe Acrobat PDF}.

**FOAM SYSTEM OPERATIONAL MANUAL:**
A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD} with all the printed material in an electronic format (Adobe Acrobat PDF}.

**PAINT:**
Cab Color: Highlands County Fire Rescue Spec, Dual Color
Cab Secondary Color: N/A
Description: Solid Spec Color
Bumper Color: Gloss Black Coated Black
Wheel Color: Black
Body Color: Polished Aluminum
Cab Steps: Black

**CHASSIS SPECIFICATION:**
STOCK CHASSIS SPECIFICATIONS
One (1) FORD F-550 two axle drive 4x4, dual rear wheels (DRW}, Super Cab (extended) door XL cab and chassis
Engine: 7.3L 2V DEVCT NA PFI V8 Gas Engine, 240 Amp Alternator, 4.88 Axle Ratio, 78-AH 750 CCA Battery.
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

## FACTORY OPTIONS

Fire/Rescue Prep Pkg w/EPA Special Emissions (LPO) Requires valid FIN code.)
-inc: 7,000 lbs. max front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford urges Fire/Rescue vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation, NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%, NOTE 4: Must meet the definition of an emergency vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the federal register, NOTE 5: California Code of Regulations allows for the sale of federally certified emergency vehicles in California, 397 Amp Alternators, Operator Commanded Regeneration
GVWR: 19,500LB

Extra heavy-duty front-end suspension package upgrades front axle to 7,500LB GAWR
19,500LB payload upgrade package
Exterior backup alarm
Factory rearview camera & prep kit with electrochromatic mirror, camera ships loose for installation after body install.
Power windows, locks, remote keyless, power glass mirrors with manual telescoping feature.
Wheelbase: 169” Cab to Axle: 60"
Grille: black
Driving Front Axle and Suspension: 7,500LB HD front package, stabilizer bar, front shocks, manual hubs
Transfer Case: cab manual control high and low range HD front package, stabilizer bar, front shocks, manual hubsTires: two (2) front tires shall be 225/70R19.50, radial all weather/off road tread
Front Wheels: two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels
Rear Axle and Suspension: 14,706# wide track rear axle, 14,706# suspension package, stabilizer bar, limited slip Tires: four (4) 225/70Rl 9.50 radial all weather/off road tread
Rear Wheels: four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels Braking System: four (4) wheel disc brake system with an Anti-Lock (ABS)
Cooling System: a coolant mixture protected to -30 degrees Fahrenheit
Exhaust System: horizontally mounted, discharge on passenger's side aft of wheelsFuel Tank: 40 gallon rear mounted, driver's side filler extension
Transmission: TorqShift 10-Speed Automatic-inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
Steering: power steering system
Battery: 78 amp-hr. 750CCA 12-volt battery
Alternator: single 240-amp 12 volt
Cab Construction: XL Series Super Cab (4) door steel construction, sun visors, tinted glass, roof clearance lights, grab handles interior

Mirrors: black manually telescope fold-away in/out for view adjustment
Cab Paint: single color
Climate Controls: controls for heat, defroster, and air conditioning
Window and Door Controls: electric
Air Bags: driver's and passenger's front, seat side, and side curtain
Cab Instruments: standard type, four (4) rocker switches
Drivers and Passenger Seat: 40/20/40 vinyl bucket type seats with three (3) point safety harness, center flip down seat back. Flip rear bench.

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories: AM/FM radio, two radio speakers and antenna
Jack lug wrench set

**SPARE TIRE MOUNT:**
Spare tire can be mounted on top of tank if requested by the customer.

**REAR MUD FLAPS:**
The chassis shall be supplied with mud flaps unless otherwise specified. The mud flaps shall be installed behind the rearwheels.

**FRONT BUMPER SKID PLATE 1/4":**
A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

**CUSTOM FABRICATED CONSOLE AND SWITCH PANEL:**

A custom electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

**REAR RECEIVER:**

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassisframe assembly. The receiver shall be rated at approximately 10,000LB.
The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

**FIRE PUMP SPECIFICATIONS:**

**Performance**

The pump/engine shall be capable of meeting the NFPA 1906 Performance rating of 50 GPM @ 150 PSI. Typical pump performance from 5-foot draft at sea level shall be: 70 GPM @ 150 PSI, 150 GPM @ 100 PSI and 240 GPM @ 25 PSI.
CET Model SM-PFP-20HPHND-MR performance ratings are as follows: 180 GPM @100 PSI-125 GPM @ 150 PSI-240 GPM @ 50 PSI

**Pump**

The pump body shall be made of high resistance alloy aluminum castings coupled together with a stainless-steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 300 PSI. The impeller shall be bronze. The renewable clearance rings shall be made of bronze to inhibit galvanic corrosion. The impeller shall be 8.75 inches (222.3 mm) in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

**Priming**

The pump shall be equipped with an exhaust venturi primer of brass and stainless-steel construction. The primer shall be capable of priming at 20 feet lift. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut -off for pumping from a pressurized water source.

**Suction/Discharge**

The suction and discharge ports shall be female pipe thread, designed and located to accept applicable hose thread adapters (3” NPT / 4” grooved coupling, 2.5” NPT Discharge flange).

**Engine**

The engine shall be a 4-cycle gasoline Honda GX630 V-Twin, overhead valve, air cooled design. Engine rating shall be 20 BHP. A 12-volt electric system shall be provided with electric starter and a 17-amp alternator. Recoil backup engine starting shall be provided. Engine shall be equipped with a residential muffler with USDA approved spark arrestor.

**Mounting Platform**

The pump/engine shall be isolation mounted onto a steel base plate.

**Instrumentation**

The pump shall be supplied with a remote mounted control panel. This panel shall include a throttle lever, primer lever, master switch, starter button, choke control, a 2.5-inch liquid filled discharge gauge and an oil pressure warning light.

**STAINLESS STEEL PLUMBING SYSTEM:**

The auxiliary fire pump plumbing system shall be built mostly of stainless-steel piping, fittings, and connections. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

**VALVES:**
All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.
The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control.

**HOSE THREADS:**
The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

**EXHAUST SYSTEM:**
The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. A rain cap will be installed on the vertical exhaust outlet.

**MUFFLER AND EXHAUST PRIMER:**
The pump shall be equipped with an exhaust venture primer of brass and stainless-steel construction. The primer shall be capable of 20 inches of mercury vacuum. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut-off for pumping from a pressurized water source.

**PUMP CONTROL PANEL:**
An engine and pump control panel shall be installed on the pump panel. The following shall be on the pump panel:

- 2.5" discharge pressure gauge
- Start/stop control
- Throttle control
- Low oil pressure warning light
- Water tank level gauge
- Foam tank level gauge

The pump control panel shall be installed at the passenger's side rear corner of the body attached to the pump.

**IN CAB CONTROL PANEL**
A separate pump control panel shall be installed in the truck cab. The following shall be on the pump panel:

- Pressure discharge gauge
- Start/stop control
- Throttle control
- Water tank level gauge

**FUEL TANK:**
A remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be mounted to the deck. The fuel tank shall have capacity of at least six (6) gallons. There shall be a fuel hose with plug in connections furnished between the fuel tank and carburetor assembly for the auxiliary pump.

**ELECTRIC START WIRING TO CHASSIS:**
The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

**FIRE PUMP MASTER DRAIN:**
The fire pump shall have a master drain at the bottom of the water pump housing.

**AUXILIARY FIRE PUMP MOUNTING PROVISIONS:**
The auxiliary fire pump shall be installed at the passenger's side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members.

**PUMP ENGINE OIL DRAIN:**
The pump engine shall have an oil drain line installed and shall allow for easy oil draining.

**FRONT BUMPER MANIFOLD SUPPLY:**
There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

**1" HOSE LINE**
One (1) 1" discharge shall be hard plumbed across the top of the tank to a 1" stainless steel valve, with a 1" swivel, supplying a 1" red rubber hose with 1" NH male hose threads.

**2-1/2" GATED INTAKE – REAR:**
One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with plug.

**TANK TO PUMP LINE INSTALLATION:**
The 2.5" tank to pump line shall be installed with stainless steel plumbing to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

**WATER TANK FILL AND COOLING LINE:**
One (1) l" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a l" fullflow quarter turn ball valve with local control handle. A l" flex hose shall be installed to the water tank.

**FRONT TANK DISCHARGE**
One (1) 1" discharge shall be plumbed across the top, center of the water tank. The discharge shall include a 1" swivel allowing for deployment on passenger and driver's side of the bed. The discharge shall include a 1" stainless steel valve at the swivel.

**1-1/2" PRE-CONNECT DISCHARGE – TOP DRIVER'S SIDE HOSEBED COMPARTMENT:**
One (1) 1-1/2" pre-connect discharge shall be installed on the driver's side tray, controlled by a quarter turn ball valve with direct local control handle in pump area. The discharge shall have 1-1/2" NH male hose

threads. The valve shall be on the manifold, with a feed line to the rear of the tray.

**1-1/2" REAR DISCHARGE**

One (1) 1-1/2" Rear discharge shall be installed on the manifold, controlled by a quarter-turn stainless ball valve. The discharge shall have 1-1/2" male NH hose threads with a brass, chrome plate, cap & chain.

**HOSE REEL:**

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustablefriction brake, electric 12-volt rewind and manual crank rewind provisions.
The reel shall be mounted on the driver's side rear corner of the flatbed body.

**REEL CAPACITY:**

Each hose reel shall have a capacity of 200 feet of hose.

**HOSE REEL DISCHARGE:**

One (1) l" discharge shall be piped from the fire pump to each hose reel with flexible high-pressure hose. The quarter turn ball valve shall be on manifold.

**NOZZLE MOUNT:**

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

**HOSE REEL HOSE:**

150'-feet of 1" hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

**HOSE REEL ROLLER:**

Each hose reel shall be provided with a Hannay center mounted stainless steel roller assembly.

**GROUND SWEEP DISCHARGES •• FRONT BUMPER:**

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.25" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area.

**200 GPM REMOTE CONTROL MONITOR:**

Task Force Tips EF1 model # Y1-E42A electric remote-controlled monitor shall be installed. The monitor shall be controlled by an external controller (not included) with functions that control rotation, elevation and nozzle patterns, oscillate, park, auxiliary 1 and auxiliary 2.

The monitor shall have the following travel capabilities: horizontal rotation with travel 135 degrees left and right of center; field changeable rotation stops shall be provided 90 degrees left and right of center; full vertical travel of 135 degrees with field changeable vertical stops at 45 degrees above and 20 degrees below horizontal; flow capability of 200 GPM with no more than 19 PSI loss; maximum operating pressure of 200 PSI.

The electrical components for the monitor shall be waterproof and utilize current limiting and position encoders to protect the drive train at the ends of travel. Monitor shall have waterproof plug for power and control cable connection for easy removal. An electrical connection for a TFT remote control nozzle shall be provided. Motors and electronics are housed within the monitor casting, covered by a waterproof lid to reduce the number of external cables. The monitor shall be compatible with optional wired and wireless controllers and monitor position display.

For resistance to corrosion the monitor shall be constructed from hardcoat anodized aluminum with a silver powder coat interior and exterior finish.

The monitor shall be configured with a 1-1/2" female NPT inlet and 1-1/2" male NH outlet. The monitor shall have a unique serial number and be covered by a five-year warranty.

The monitor will have a bubble cup nozzle installed with an adjustable rating of 20gpm to 90gpm at 100psi.

The monitor will be equipped with joystick controls mounted on the center cab console area.

**CLASS A FOAM SYSTEM:**

A Scotty Model #4171 Class A through-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted at the rear of the apparatus, within easy reach of pump operator. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .07 and 3% shall be available. The foam system has been designed for simplicity of operation and maintenance.

MAXIMUM WORKING PRESSURE: 300 PSI

**WATER TANK SPECIFICATIONS:**

The water tank shall have a capacity of 400 gallons.

**TANK BUILD SPEC:**

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a limited lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

**NFPA COMPLIANCE:**
The water tank construction shall conform to applicable NFPA standards.

**WATER TANK SIGHT GAUGE:**
The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

**FILL TOWER LOCATION:**
The tank fill tower shall be in the driver's side rear corner of the water tank.

**VENT AND OVERFLOW:**
The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

**FOAM TANK AND VENTING PROVISIONS:**
The foam concentrate tank shall be provided with a fill pipe having a volume of 10 gallons. The filler opening shall be capped with a sealed cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color-coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

**FOAM SYSTEM PIPING:**
A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

**FOAM TANK DRAIN AND VALVE PROVISIONS:**
A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

**FLAT-BED BODY – ALUMINUM:**
The body will be a custom fabricated severe service flatbed type constructed of aluminum. The body shall be 116" long by 96" wide, designed for a 60" cab to axle (chassis) dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

**MAIN FRAME**
The body shall have 2" x 6” structural aluminum rectangle main frame rails. The body frame rails shall be isolated from the truck frame by .75” x 3.5” Poly isolators.

**SUB-FRAME**

The cross-members shall be 2” x 4” structural aluminum channel with cross-members on 16" centers.

**MOUNTING**

The body shall be spring mounted to the chassis frame rails at front and single bolted to the rear of the frame to allow for spring movement in the front. There shall be brackets installed at the middle of the body frame to prevent side to side movement.

**REAR BUMPER**

The rear bumper shall be a 4” square unit fabricated of steel and mounted to protect the rear of the apparatus bed from damage. The bumper shall be painted black to match the underbody components.

**HEADACHE RACK**

The front of the body shall have a 2” X 4” rectangle aluminum headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform forinstallation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection.

**FUEL FILLER**

The fuel filler tube and cap shall be installed at the driver's side, rear of the body.

**DEF FILLER**

The DEF filler tube and cap shall be installed at the driver’s side front of the body.

**FENDER PANELS**

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

**REAR BODY PANEL**

A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights.

**FRONT WALK SPACE**

The water tank and body compartments shall be installed in a manner to allow for a minimum of a 20” walk space between the headache rack and the water tank. A ladder or door shall be installed on the driver’s and passenger’s side of the bed with a hinge and latch system to secure the door to the truck body. Steps shall be provided as needed for access to the bed walk space.

**DIAMOND PLATE FINISH BODY AND COMPARTMENTS:**

The exterior surface of all body skins and compartments shall all be polished diamond plate aluminum finish.

**COMPARTMENT REAR CENTER UNDER-BODY:**

There shell be a compartment measuring 30” wide x 6” high x 72” deep located at the rear center of the body. This compartment will have door with a latch installed. Dri-Dek shall be installed on the floor.

**DRIVERS SIDE UPPER BODY COMPARTMENT:**

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 60" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a lift-up door with latches installed. The door shall be equipped with dual gas operated door opening assist cylinders. Dri-Dek shall be installed on the floor.

The actual door opening shall be approximately 3.5" smaller in dimension.

**PASSENGERS SIDE UPPER BODY COMPARTMENT:**

A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The exterior dimensions shall be approximately 60" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a lift door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Dri-Dek shall be installed on the floor.

The actual door opening shall be approximately 3.5" smaller in dimension.

The compartment shall have a vertical divider in the middle with (1) Unistrut mounted adjustable shelf on both sides of the divider. Shelves show be adjustable up and down. The compartment shall be a "clean space" suitable for SCBA equipment.

**INTERIOR COMPARTMENT VENTILATION LOUVERS:**

The interiors of the upper body compartments shall have louvered ventilation units.

**COMPARTMENT LIGHTING. STRIP LIGHTS:**

Each upper body compartment shall be equipped with a white LED strip light. Lights will be on an OEM switch in the apparatus cab.

**TOOL/HOSE STORAGE TRAY/COMPARTMENT – DRIVER'S SIDE:**

A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The dimensions shall be approximately: 18" wide, 8" high, and 60" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift aluminum door with a latch installed. The compartment shall be equipped with Dri-Dek floor covering.

**PRE-CONNECTED HOSE TRAY – PASSENGER'S SIDE:**

A 1-1/2" pre-connected hose tray/compartment shall be installed over the passenger's side equipment compartment of the apparatus. The dimensions shall be approximately: 18" wide, 11" high, and 60" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift aluminum door with a latch installed. The compartment shall be equipped with Dri-Dek floor covering. One (1) 1-1/2" pre-connect discharge shall be installed on the passenger side tray, controlled by a quarter turn ball valve with direct local control handle in pump area. The discharge shall have 1-1/2" NH male hose threads. The valve shall be on the manifold, with a feed line to the rear of the tray.

**SIDE BODY ACCESS STEPS:**

There shall be two steps (one each side) assisting in access to the top of the tool/hose trays mounted on the body of the apparatus. The steps shall comply with NFPA non-slip and lighting standards.

**12 VOLT ELECTRICAL SPECIFICATIONS:**

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall beprovided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound. All electrical wiring shall be placed in a protective loom or be harnessed. Exposed connections shall be protected

by heat shrink material and sealed connectors. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

**ELECTRICAL HARNESS AND WIRING:**
All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

**BATTERY MASTER DISCONNECT:**
A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

**DOT IDENTIFICATION LIGHTS:**
All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

**LICENSE PLATE MOUNTING:**
An LED license plate light shall be installed on the rear vertical wall of the body.

**BRAKE, TURN, TAIL, BACKUP LIGHTS:**
Brake, turn, tail and backup LED lights shall be installed on the rear of the body and shall be DOT compliant.

**GROUND LIGHTS, CAB, 2 DOOR LED STRIPS:**
Two (2) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, one (1) on each side of the apparatus, wired to the chassis running lights.

**SCENE LIGHTS:**
LED scene lights shall be installed on each side of the headache rack below the lightbar. There will also be an LED work light installed on the rear of the vehicle to illuminate the pump are of the apparatus. The LED scene lights shall incorporate clear LEDs with a clear optic polycarbonate lens for maximum illumination.

**BRUSH GUARD FLOOD LIGHT**
The front brush guard shall have an LED “Brow Type” flood light installed within the protected area of the brush guard.

**BACK-UP CAMERA SYSTEM:**
One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

**BACK-UP ALARM:**
One (1) back up alarm shall be installed.

**ELECTRONIC SIREN:**
Whelen Model HHS4206 heavy duty 100/200-watt, six (6) function siren shall have the following features: hands-free operation, public address, park kill, push to talk, and radio re-broadcast. The siren shall have the following tones: wail, yelp, piercer and air horn.

The unit shall have solid-state over/under voltage shutdown and output short circuit protection. The siren shall have the "SI Test" self-diagnostic feature for silent speaker inspection. The siren shall have a hard-wired unidirectional microphone with a 17" extendable coil cord. The unit shall be installed in the center console.

**SIREN SPEAKER:**
One (1) Whelen Model SA315P Projector Series siren speaker shall be provided with bracket. The 100- w a t t siren speakershall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

**MOUNTING OF LIGHTBAR:**
The lightbar shall be mounted on the headache rack shelf.

**LIGHTBAR:**
A Whelen Legacy GB WeCan DUO+ low profile NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two-piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the light heads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid-state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22-gauge control cable which controls all internal light functions; and one (1) 2 conductor 10-gauge cable for main power and ground. Each cable shall be 15' long.

The solid state 1/0 board shall be microprocessor controlled. The 1/0 board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights.

**NFPA WARNING LIGHTS:**
ZONE A -- LOWER FRONT WARNING LIGHTS
Two (2) Whelen ION T Series Model TLIR warning lights with black flanges shall be installed on the front forward facing area of the front grill. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED Super-LEDs and a clear optic polycarbonate lens.

The light heads shall be surface mountable via two screws.

ZONE BAND D -- INTERSECTION LIGHTS
Two (2) Whelen ION T Series Model TLIR warning lights with black flanges shall be installed on the front fenders as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.

ZONE BAND D -- SIDE WARNING LIGHTS
Two (2) Whelen ION T Series Model TLIR warning lights with black flanges shall be installed on each side of the rear body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.

ZONE C -- REAR WARNING LIGHTS
Two (2) Whelen ION T Series Model TLIR warning lights with black flanges shall be installed on the rear of body. The warninglights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.

**CUSTOM GRAPHICS:**
The apparatus shall be provided with custom graphics matching current PCFR wildland fire apparatus specifications. The purchaser shall approve of the design graphics prior to installation.

**REAR CHEVRON STRIPING:**
There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:
The first color shall be red diamond grade.
The second color shall be lime yellow diamond grade.

**FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS:**
The apparatus shall be assembled in a high quality and controlled environment. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

**WARNING LABEL -- NO RIDING ON REAR:**
A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

**WARNING LABEL -- SEAT BELT USAGE:**
A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

**SEATING:**
There shall be a label identifying the number of seat belted locations on the unit.

**FIRE PUMP OPERATIONS TEST:**

The fire pump shall have an operational pump test performed by a CCI Warrior Brush Trucks technician with a run time of one (1) hour to confirm proper operations of all pump related components.

*** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.

*** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.

**ELECTRICAL LOAD ANALYSIS:**

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

**NFPA COMPLIANCE:**

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state andfederal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

**ROAD TEST:**

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power, nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

**APPARATUS WARRANTY CCI WARRIOR MANUFACTURED ITEMS:**

A five (3) year parts and labor warranty on items manufactured by Warrior Brush Trucks and a ten (5) year warranty on the structural integrity of the body. For warranty issues please contact Warrior Brush Trucks a division of CCI in Lake Wales Florida.

**WATER TANK WARRANTY:**

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

**DRAWINGS:**

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

**TERMS OF PAYMENT:**

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

**DEMONSTRATION AND FAMILIARIZATION OF VEHICLE:**

The builder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at the CCI Warrior Brush Truck factory location in Lake Wales Florida.

**DEALER INSTALLED OPTIONS**

The factory bumper shall be removed and replaced with an Iron Bull custom fabricated, heavy duty steel bumper and grille guard protection assembly by the dealer. The bumper will not come with light niches.

A Warn Winch Company Model 16.5Ti PN68805 16,500LB capacity 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:

- 440 amps at full capacity
- Cable roller guide assembly
- 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
- Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

A 6" Fabtech heavy duty, 4 link, off road suspension lift kit with heavy-duty Dirt Logic coilover off-road shocks and steering stabilizer kit shall be installed on the Ford chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance. Fabtech SKU# K2338DL for the lift kit and SKU# FTS22313 for the steering stabilizer.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON-ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

DUE TO THE LARGER TIRES A VEHICLE SPEED SENSOR CALIBRATOR WILL BE INSTALLED TO RE-CALIBRATE THE SPEEDOMETER TO ACCOMMODATE THE LARGER TIRES. TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

There shall be four (4) Continental MPT 81 super single front and rear tires, they shall be 335/80R20, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6779 lbs.). and the speed rating shall be "K" (68 mph).
There shall be four (4) wheels for the front and rear tires. There shall be 20" x 11.00" 3-piece bead lock aluminum wheels special order for Military/Government on/off road application with a rating to match or exceed the tire rating.

One matching spare tire shall be supplied.

**DELIVERY OF COMPLETED APPARATUS:**

The completed apparatus shall be delivered to the purchaser upon completion per the purchasing agreement. Quote for complete upfitting as listed in the specification document.

REVIEWED
O.M.B DEPARTMENT
April 10, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/3/2023** SUBMITTED BY: **R TAYLOR**

FUND(S): **181** FUND TITLE(S): **Fire Assessment** COST CENTER(S) #: **181**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Fire Assessment**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| **R** | **181** | | **3999100** | **Fund Balance Brought Forward** | | **543,668.00** | **1,500,000.00** | | **2,043,668.00** |
| **E** | **181** | **3217** | **56400** | **Machinery & Equipment** | | **282,900.00** | **1,500,000.00** | | **1,782,900.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |

REASON: **To bring forward additional Fund Balance to purchase needed fire equipment.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

Approval

Denial

**REQUEST #** **22-23-078**

ACTION:

| | | | | |
|---|---|---|---|---|
| Board | | Approved | | Denied |
| County Administrator | | Approved | | Denied |

SIGNATURE:

DATE: / /

**TRANSFER TYPE:**

- ITEM TO ITEM
- RESERVE
- **XX** BY RESOLUTION
- SUPPLEMENTAL BUDGET

Signature: Posted by Clerk:

**Form Revised 08/05/2020**

**RESOLUTION NO. 22-23-94**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-078 TO THE FIRE ASSESSMENT 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 Fire Assessment Fund.

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

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

**SECTION 2.** **Approval of Budget Amendment.** Budget Amendment 22-23-078 is hereby approved and authorized to bring forward Fund Balance in FY22/23 for the purchase of needed fire equipment. The net fiscal impact is an increase in the amount of $1,500,000.00.

**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 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Sherry G. Sutphen, County Attorney**

**SUBJECT/TITLE:** **County Attorney Status Report.**

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## STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of April 6, 2023.

## RECOMMENDED ACTION

**None. This is being provided for informational purposes.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

# Legal Department
## Long-range Log

| Priority | Matter | Notes |
|---|---|---|
| N/A | Employee Manual revisions | |
| N/A | Purchasing Policy revisions | |
| N/A | Revisions to Planning & Zoning Commission membership | |
| N/A | Lake Placid Fire Station | |
| N/A | Fire Union matters | |
| 1 | Hospital Legislation and sale issues | |
| N/A | Numbers of dogs/cats in residential areas | |
| 2, 7 | Annexation issues with all cities (enclaves and roads) | |
| 3, 8 | Future Growth Funding Advisory Committee and objectives of same | |
| N/A | Revisions to organization of Advisory Boards and Committees | |
| 2, 7 | Joint Planning Agreements with cities | |
| N/A | Lincoln Heights Park | |
| N/A | Sheriffs Tower Capacity Issue | |
| N/A | Board and Committee Updates | |
| N/A | Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County. | |
| | | |
| | | |
| | | |
| | | |

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:** **Laurie Hurner, County Administrator**

**SUBJECT/TITLE:** **Commissioner's Priorities and the Project Status Report.**

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## STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of April 6, 2023.

## RECOMMENDED ACTION

**This information is being provided for informational purposes.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Commissioner's Priorities (FINAL) 4-18-23.pdf
Project Updates (FINAL) 4-18-23.pdf

**TOP (THREE HOLE PUNCH)**

| # | Assigned | Priority | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| **Priority 1** | Leah Sauls | Sell Highlands Regional & use funds for endowment for non-profits | The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change. | Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility. | TBD |
| **Priority 2** | Leah Sauls | Develop a plan of action for utility extensions | Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by spring 2023. City staff is short handed so having trouble completing their portions. | Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask.<br>An additional task was added to the project. Using data from the Avon Park portion of the hydraulic model, an estimate for a plant expansion and extension of new lines to a proposed industrial area was able to be completed in just a couple of weeks for a project RFI. Normally this ask would be months and 4-5 times the cost. | Spring 2023 |
| **Priority 3** | Tanya Cannady | Build reserves to 3.5 Months and plan for a millage reduction | The General Fund unassigned fund balance at September 30, 2022 is 4.26 months | OMB will be presenting a plan for millage reduction in the upcoming budget process | Complete |
| **Priority 4** | Leah Sauls | Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities | 1st draft submitted to County Administrator for review and comment. | Review with County Administrator. | TBD |
| **Priority 5** | Clinton Howerton | Recycling Program | Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park. | Lake Placid, Sebring and Avon Park sites are all open full schedule to the public. | Complete |
| **Priority 6** | Clinton Howerton | Septage Processing | Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume. | Updates will be provided to Board as they become available. | Ongoing |
| **Priority 7** | TBD | Annexation/ Interlocal with Municipalities | To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list | TBD | Ongoing |
| **Priority 8** | Clinton Howerton/ Jonathan Harrison | Countywide Drainage Issues | Engineering and Road and Bridge Department working together to identify needs and goals. | Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process. | Ongoing |

| # | Departments | Project - Pending Items List | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| 1 | Engineering - Road & Bridge | Lacey Hills Improvement Projects | No change | Included in Carter Creek Watershed Study area. Awaiting results from study. | Pending funding |
| 2 | Engineering - Road & Bridge | Evaluation of Sebring Falls drainage issues | No change | Included in Sebring Watershed Study. Awaiting results from study. | Pending funding |
| 3 | Engineering - Road & Bridge | Memorial Drive Culvert Replacement and Extension PROJECT | FINISHED | Project Completed | Completed |
| 4 | Engineering | Sebring Parkway Phase IIA | Construction Complete | Final Closeout | Ongoing |
| 5 | Engineering | Sebring Parkway Phase IIB | Construction Complete | Final Closeout | Ongoing |
| 6 | Engineering | Heron St. Roadway Improvements - Project #18007 | Construction Complete | Final Closeout | Ongoing |
| 7 | Engineering | W. Stryker Rd. Roadway Improvements - Project #18008 | Construction began 08/25/2022 - On Schedule | Phase 6 construction is completed. The contractor will complete the first of asphalt for Phase 5 on 4/6/23. Will begin Phase 4 work on 4/10/23. | Ongoing |
| 8 | Engineering | CR 623 Improvements - Project #18009 (Kenilworth Blvd) | Project Closeout in progress | Final Closeout | 04/15/23 |
| 9 | Engineering | 19016 Sun N Lake Sidewalk -LAP project | Legal is preparing contract for Board approval. | BOCC approval of Supplemental Agreement for additional funds & contract with lowest bidder | Ongoing |
| 10 | Engineering | Arbuckle Creek Road Turn Lane - Project #16002 | Construction began 4/11/22 - On Schedule | Change Order No. 3 that changes the location of the pull box for Pole No. 4 and add 11 calendar days to the substantial and final completion dates was approved by FDOT on 3/17/23. | Ongoing |
| 11 | Engineering | 17034 Memorial Drive MUP -LAP project | Staff is coordinating relocation of City of Sebring utilities. Staff instructed to enter into agreement with City of Sebring to complete relocation. Redesign forthcoming | Staff to follow up with City of Sebring regarding schedule for relocating utilities. Follow-up w/ FDOT regarding plan to move forward & relocation of utilities. | Ongoing |
| 12 | Solid Waste | New Cell Expansion - Project No. 21078 | Design NTP issued 9/14/22 | Staff and Jones Edmunds had a Teams meeting to discuss permitting issues and project status on 3/9/23. A pre-application meeting with FDEP is expected to take place the week of 3/27/23. | Ongoing |
| 13 | Solid Waste | Arbuckle Landfill Borrow Pit - Project No. 20045 | Waiting on issuance of FDEP Environmental Resource Permit. | The final SFWMD Environmental Resource Permits (ERP) for the Highlands County Landfill Borrow Pit Conceptual Design and for the Phase I Construction were received on 2/1/23. The SFWMD Water Use Permit for the borrow pit was received on 2/6/23. Approval of the FDEP ERP should be expected soon since FDEP was waiting for SFWMD to issue their ERP's before they issued theirs. | Ongoing |
| 14 | Community Programs | Homeless Roundtable Update | Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel. | Homeless Taskforce Meeting | Ongoing |

| # | Departments | Project - Pending Items List | Status | Next Action | Date of Next Action |
|---|---|---|---|---|---|
| 15 | Economic Development | Econ. Dev. Strategic Plan Progress Update | Implementing Strategic Plan Initiatives | Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M is being put toward broadband infrastructure. 3 RFP submissions have been received and will be reviewed over the next week. If there is an acceptable submission then we will expect design to begin immediately with permitting to follow and hopefully construction commencing before the end of the year. | Ongoing |
| 16 | Economic Development | Broadband/ Highspeed Internet | RFP has been posted and will be open for 60 days. Spring Lake returned the ARPA Funds as other funding became available. | To monitor Office of Broadband and State initiatives. RFP has closed with 3 submissions to be reviewed. Our coverage area has thankfully shrunk to those not in the Glades Electric Co-op territory. | Ongoing |
| 17 | Public Safety Director | Progress on development of Fire/EMS Department | Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis.<br><br>Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations | Continuing project management and follow up. | Ongoing |
| 18 | Capital Project Manager | Hurricane shelter upgrades including a Pet-Friendly shelter | Animal Control Remodel scope changed to include animal only shelter | Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter. | TBD |
| 19 | Casey Hartt | Planning for family-oriented tourism assets utilizing 3rd penny tourism tax | Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance. | Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment. | Ongoing |

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

**DATE OF ACTION REQUEST: April 18, 2023**

| | |
|---|---|
| **PRESENTER:** | **Laurie A. Hurner, County Administrator** |
| **SUBJECT/TITLE:** | **Request approval to confirm Nicholas Sawyer as Deputy County Administrator/Chief of Staff.** |

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## STATEMENT OF ISSUE

After an interview panel conducted interviews and gave their recommendation from a pool of well-qualified candidates, I am pleased to announce my choice of Nicholas Sawyer as Deputy County Administrator/Chief of Staff. Board policy requires confirmation by the Board when hiring Director-level and above positions.

## RECOMMENDED ACTION

**Move approval to confirm Nicholas Sawyer as Deputy County Administrator/Chief of Staff.**

## FISCAL IMPACT

The agreed upon salary for the position is within the budgeted amount for FY 22/23.

Attachments: Nicholas Sawyer.pdf

# Nicholas Sawyer

nicholas.sawyer0@gmail.com | (904)229-5861 | www.linkedin.com/in/nicholas-sawyer

**Deputy County Administrator/ Chief of Staff**

## SUMMARY

Experienced supervisor with experience in regulatory compliance, maintaining operational facilities, financial administration, emergency response, and interagency collaboration.

Key skills include:

- Leadership
- Team Building
- Communication

## Skills

**Leadership**

- Managed numerous departments and programs resulting in mission readiness and fiscally responsible operations.
- Supervised over 21 people providing a productive work environment resulting in numerous promotions and personal accomplishments for my team members.
- Coordinated resources for large events, resulting in no injuries incurred from safety violations or incidents.
- Assisted in agency wide improvement, resulting in a streamlined advancement system.

**Team Building**

- Maintained over $10 million dollars in facilities and Rescue/Law Enforcement assets with no mission limiting discrepancies over a 3-year period.
- Built interagency coordination between Coast Guard and local, state, and tribal agencies resulting in better training resources, higher mission effectiveness, and improved capabilities with resource sharing.
- Designed and trained COVID response/testing teams for Red Cliff, Wi., and the Bayfield School District.

**Communications**

- Performed news interviews surround high profile events.
- Facilitated numerous training seminars for boater education with audiences over 200 people.
- Provided oral and written reports on a routine basis.
- Supervised Radio Dispatch/Emergency Operations/Communication center.
- Participated as subject matter expert to standardize certification processes for Coast Guard Ships worldwide, results provided a more comprehensive standardized fleet training program.

## Employment History

**Northwood Technical College** — **September 2020 – Present**

Adjunct Instructor (Leadership Development, Project Management)
Course Design

**Red Cliff Community Health Center** — **March 2020 – September 2020**

Emergency Manager
Assistant Lab Technician (COVID 19 Testing)
COVID 19 Response Team

# Nicholas Sawyer

nicholas.sawyer0@gmail.com | (904)229-5861 | www.linkedin.com/in/nicholas-sawyer

**United States Coast Guard** **August 2001 – February 2020**

Officer In Charge (Director), Bayfield Wi.
Executive Officer (Deputy Director/Training Board Chairman/Financial Accounts Manager)
Operations Officer (Logistics/Planning/Training Officer), Panama City Beach, Fl.
Customs Clearance Officer, Iraq, Afghanistan, Kuwait
Chief (Supervisor), Several Locations

## Volunteer Service

**Emergency Medical Technician | Bayfield Community, and Red Cliff Tribal Ambulance** 2017- 2022

- Assess patient needs and care
- Manage and allocate resources and supplies

**Reserve Deputy | Bayfield County Sheriff Reserve | Washburn, WI** 2016-2019

- Community outreach
- Perform public safety functions

**Critical Incident Stress Management Team Lead | United States Coast Guard** 2003-2020

- Provide peer-to-peer counseling support
- Provide suicide prevention, intervention, and survivor counseling
- Certified through International Critical Incident Stress Foundation

## EDUCATION

**Master of Science, Emergency Services Management**
Columbia Southern University, Orange Beach, Alabama
**Bachelor of Science, Business Administration**
Columbia Southern University, Orange Beach, Alabama
**Technical Diploma, Emergency Medical Technician**
Northwood Technical College, Ashland, Wi.
**Doctor of Public Administration, Candidate (Anticipate Degree Completion 2023).**
Capella University, Minneapolis, Mn.
**Command Cadre School | United States Coast Guard | New London CT**
Leadership, Policy writing, Risk assessment/management/mitigation
**Chief Petty Officer Academy | United States Coast Guard | Petaluma, CA**
Conflict Resolution, Team Building, Public Speaking, Time Management, Counseling/Coaching/Mentoring
**Leadership and Management School | U.S. Coast Guard Leadership and Quality Institute**
Leadership, Team Building, Time Management

## TRAINING, LICENSURES, CERTIFICATIONS

- Emergency Management Institute Professional Development Series | FEMA
- Incident Command System (ICS) 300 and 400 | FEMA
- Incident Command System (ICS) Level 3 Staff Certification | United States Coast Guard
- Nationally Registered EMT (NREMT)
- Instructor I (EMS) | Wisconsin Department of Health
- CPR/First Aid/AED Instructor (BLS) | American Heart Association
- CPR/First Aid/AED Instructor (BLS) | Safety and Health Institute
- Emergency Medical Technician License | State of Florida and State of Wisconsin
- Driver's License | State of Florida

# Candidate Profile/Job

## Nicholas Sawyer

Sebring, Fl

nicholas.sawyer0@gmail.com

(904) 229-5861

Applied on December 11, 2022

## Deputy County Administrator/Chief of Staff

Sebring, FL

# 1022

Administration

Mari Pillay

# Job Application

| | |
|---|---|
| **Email Address** | nicholas.sawyer0@gmail.com |
| **Address** | 5014 Whiting Dr |
| **City** | Sebring |
| **State** | Fl |
| **Postal** | 33870 |
| **Phone** | (904) 229-5861 |

HELP & TIPS

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

**DATE OF ACTION REQUEST: April 18, 2023**

**PRESENTER:**

**SUBJECT/TITLE: Board payables from April 4, 2023, to April 17, 2023**

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Attachments: